

**Community Oriented Correctional  
Health Care Services for DOC  
#DCFL-2006-R-6001**

**Technical Proposal  
Submitted: May 12, 2006**

Office of Contracting and Procurement  
And  
DC Department of Corrections

**Copy 6 of 6**

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Community Oriented Correctional Health Care for Department of Correction		Page of Pages 1 99		
2. Contract Number		3. Solicitation Number  DCFL-2006-R-6001		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  4/21/2006	
6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside							
7. Issued By: Office of Contracting and Procurement Group VII 441 4th Street, NW, Suite 700 South Washington, D.C. 20001				8. Address Offer to: Office of Contracting and Procurement Group VII 442 4th Street, NW, Suite 703 South, Bid Counter Washington, D.C. 20001 Attn: Shafiq Choudhary			

<b>SOLICITATION</b>			
9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, N.W. Suite 703 South, Bid Counter, Washington, DC 20001 until 2:00 PM local time 12-May-06 (Hour) (Date)			
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.			
10. For Information Contact		A. Name Shafiq Choudhary	
		B. Telephone (Area Code) 202 (Number) 724-4946 (Ext)	
		C. E-mail Address shafiq.choudhary@dc.gov	
11. Table of Contents			
(X)	Section	Description	Page No.
PART I - THE SCHEDULE			
X	A	Solicitation/Contract Form	1
X	B	Supplies or Services and Price/Cost	2
X	C	Specifications/Work Statement	4
x	D	Packaging and Marking	36
X	E	Inspection and Acceptance	37
X	F	Deliveries or Performance	38
	G	Contract Administration Data	40
	H	Special Contract Requirements	45
PART II - CONTRACT CLAUSES			
X	I	Contract Clauses	71
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	J	List of Attachments	78
PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	K	Representations, certifications and other statements of offerors	80
	L	Instructions, conditions & notices to offerors	83
	M	Evaluation factors for award	92

<b>OFFER</b>				
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.				
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %
				Calendar days %
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number	Date	Amendment Number
15A. Name and Address of Offeror		15B. Telephone		
Unity Health Care, Inc 3020 14th St. NW Washington, DC 20009		(Area Code) 202 (Number) 518-6409 (Ext)		
		15C. Check if remittance address is different from above - Refer to Section G		
		16. Name and Title of Person Authorized to Sign Offer/Contract		18. Offer Date
		Vincent A. Keane Chief Executive Officer		5/12/2006
		17. Signature <i>Vincent A. Keane</i>		

<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>			
19. Accepted as to Items Numbered		20. Amount	
21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)	
		24. Award Date	

Government of the District of Columbia



Office of Contracting &amp; Procurement

Sol. First Page Offer Award Form - DCOCP-209-V2206

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## Table of Contents

<u>Solicitation, Offer, and Award</u> .....	1
<u>Technical Proposal</u> .....	3
<u>Attachments</u>	
Contract Section K.....	62
Attachment J.3 Equal Opportunity Information.....	66
Attachment J.4 Tax Certification Affidavit.....	89
Attachment J.5 First Source Employment Agreement.....	91
Attachment J.6 Local Business Development Cert. for Health Right, Inc.....	101
Personnel Resumes, Licenses, and References.....	104
Job Descriptions.....	123
Letter of Intent from Health Right, Inc.....	149
501 (c)(3) Letter.....	151
Articles of Incorporation.....	154
Federal Tax Letter.....	164
Medicaid Letter.....	167
Certificate of Good Standing.....	169
Certificate of Liability Insurance.....	171
FTCA Malpractice Coverage Letter.....	174
Basic Business License.....	177
CLIA Certificate.....	179
2004 Financial Audit.....	181
2003 Financial Audit.....	213
2002 Financial Audit.....	257

**Community Oriented Correctional Health Care Services for DOC**  
**Technical Proposal**  
**Solicitation #: DCFL-2006-R-6001**

**Introduction**

As a Federally Qualified Health Center (FQHC) and a current Section 330(h) and 330(e) program grantee, Unity Health Care, Incorporated (Unity) serves low-income, homeless, and uninsured residents of the District of Columbia (District). Our target population is racially and ethnically diverse and largely minority. Substantial health disparities and poor health outcomes among this population demonstrate the need for accessible and comprehensive primary care services. To respond to the needs of the communities we serve, Unity offers homeless care and outreach, a network of community health centers, and specialized services for school-age children and their families, clients undergoing substance abuse treatment, persons with HIV/AIDS, and individuals recently released from jails and prisons.

Unity is a 501(c)3 non-profit organization founded in 1985. It is the largest private organization providing primary medical care to homeless, low-income, and uninsured District residents. We use a holistic approach to provide primary medical care and social services to homeless and medically underserved residents of the District of Columbia. Unity's mission is: *"to offer a citywide network of quality health and human services to the medically underserved regardless of race, ethnic background, or ability to pay."* Our role is to help empower clients to better their lives. Our mission is further defined by our advocacy for social change and resource allocation to help those in our society who have become marginalized.

Unity operates 25 health care centers and two mobile outreach programs. These sites and services are located throughout the city, in areas with large numbers of people living in poverty to assure maximum accessibility. Our institutional approach focuses on ensuring that our programs are accessible, of high quality, culturally appropriate, and responsive to the needs of our clients.

In this proposal we propose to provide comprehensive health care services at the following Department of Corrections (DOC) facilities: Correctional Detention Facility (CDF), Correctional Treatment Facility (CTF), and Correctional Community Centers (CCCs). We believe that the model of care proposed below will provide quality services within the DOC facilities, continuity of care upon discharge for chronically and mentally ill inmates, and linkages to Unity's network of community and homeless health centers. Unity expects this model to benefit the individual inmates as well as positively impact community health.

## **A. Technical Approach/Management Strategy**

### **Assumptions**

During the preparation and writing of this proposal, Unity made certain assumptions. It was necessary to make assumptions, in some cases, due to unclear language and intents in the contract itself and during discussions with DOC. For the purposes of this proposal and Unity's responsibilities, Unity is relying on the fact that these assumptions are true.

#### General Assumption

Unity's duties and obligations regarding the provision of Comprehensive Health Care Services hereunder shall be subject to our ability to perform such duties and obligations at the CTF, CDF, and CCCs. To the extent that Unity is unable to perform its duties and obligations under this contract because DOC has not performed its responsibilities under this contract, including, but not limited to necessary facilities, equipment and timely access to Inmates, Unity shall be relieved from any associated duties and obligations provided for hereunder.

#### Outstanding Bills/Debts

Unity will not be responsible for outstanding bills, debts or other obligations incurred by the District or any District contractor prior to October 1, 2006, which is the beginning of the contract period.

#### Compliance with Standards

Unity is required to comply with a number of industry standards mentioned throughout the Scope contract, including, but not limited to, the ACA Standards for Health Services, the NCCHC Standards for Health Services, and the relevant standards of the American Medical Association and the Health Resources and Services Administration. In the event that any of the standards from external organizations referred to in this contract conflict, the DOC will expect compliance with the "stricter standard." Unity understands that the "stricter standard" will be defined as the standard that provides the inmate patient with more protection or services.

In the event that the contract Scope of Services requires Unity to violate/contradicts an external organizational standard, including but not limited to ACA or NCCHC Standards for Health Services, Unity will not be required to comply with the external organizational standard and will not be deemed to have violated the contract for failing to comply with the standard.

#### Federal Bureau of Prisons Inmates

While Unity is responsible for arranging and coordinating hospital and specialty care and emergency and intrahospital transportation for Federal inmates, Unity is not financially responsible for provision of this care or transportation. Therefore, Unity expects that the Federal Bureau of Prisons/Federal Marshals Service will fully reimburse Unity for expenses incurred for provision of hospital and specialty care and emergency and intrahospital transportation to Federal inmates.

## IT Section

### *Logician/Centricity*

Unity assumes that where the contract uses the term "Logician", the District is referring to the most upgraded version of Logician, which is currently called Centricity 2005. Where the term "Logician" is used in this proposal, Unity is also referring to the most upgraded version of Logician, which is currently called Centricity 2005.

### *Assumptions Prior to Contract Beginning*

Based on prior conversations with the DOC and Unity, and consistent with the goals of a Community Oriented Correctional Health Care Program, a functioning modern information technology system is essential. This technology includes patient tracking, upgraded Electronic Medical Records System, and an EMR interface with Unity's existing and future data systems. In addition, to ensure a more effective health care delivery system and ultimately to reduce costs, it is envisioned that an IT structure to support teleradiology and telemedicine will be installed as part of this contract. As an immediate response to enabling Unity to provide high quality health care, by October 1, 2006, it will be essential that DOC and the current vendor, CCHPS, have accomplished the following tasks:

- The purchase of four (4) new servers to support Centricity 2005
- The installation of 127 new computer workstations and 28 printers to allow providers to access patient records on Centricity 2005 (based on Attachment J.11).
- Installation of the necessary cabling to accomplish the aforementioned tasks.
- Installing and implementing Centricity 2005 software on all computer workstations

Unity's IT Department has been in communication with DOC regarding potential methods for integration or simultaneous use (dual entry) so that data can be shared. We will continue to work diligently to create a reasonable and feasible solution and an applicable work plan. It is Unity's understanding that DOC and Unity's IT Department will cooperate so that we can reach our common goal for necessary data sharing, in accordance with District and Federal Law.

### *Assumptions During the Contract*

It is Unity's understanding that this contract will include sufficient funds to support four (4) sub-contracted personnel to provide twenty-four (24) hour, seven (7) days a week operational support to this contract. These individuals will be skilled in the area of network engineering, database administration, and data analysis to provide decision support to DOC with respect to the medical services provided through this contract. Unity in turn will assign a designated staff person serve as liaison between Unity and these subcontractors and ensure Unity's compliance with the contract.

It is Unity's understanding that DOC will provide cabling and/or allow access to cabling for purposes pertaining to providing services under this contract, including cabling for any necessary wireless access points (Reference Section C.3.23.3.1).

Regardless of whether the services listed in Section C.3.31 are provided directly by DOC or through a relationship with an external entity, DOC will be responsible for the performance or lack of performance related to these services and objectives.

#### *IT Costs*

Unity is assuming that the list and associated costs of hardware, software, maintenance, and staffing (in Attachment J.11) are complete, correct, and adequate to cover the necessary resources to achieve the objective set forth in this contract regarding the MATS and MMIS plans.

#### *Teleradiology*

It is unclear how teleradiology will be implemented under this contract. At this point, Unity assumes that we will incur the necessary costs for installation and implementation of teleradiology. Unity is working to complete the assessment of equipment, IT, and other infrastructure necessary for the installation and utilization of teleradiology. At the time of the submission of this proposal Unity staff have not been permitted to conduct a walk-through of the DOC facilities. Furthermore, Unity has not had the opportunity to meet with DOC to clarify each party's responsibilities related to the installation and implementation of teleradiology. Unity will be able to provide more information regarding the necessary costs and feasibility plan for the installation and implementation of teleradiology once Unity staff members are permitted to make the assessment as part of the walk-through of DOC facilities and meeting with DOC staff.

#### *Equipment*

Unity is working with a biomedical engineering company to complete the inventory and operability assessment of existing equipment. At the time of the submission of this proposal, the biomedical engineering company has not been permitted to conduct a walk-through of the DOC facilities. This walk-through is required to complete the inventory and operability assessment of the existing equipment inventory. Unity will be able to provide more information regarding the operability of the current equipment inventory and maintenance and repair information once the biomedical engineering company is permitted to assess the equipment as part of a walk-through of the DOC facilities.

#### *Renovations*

Based on prior conversations between Unity and DOC, it is Unity's understanding that DOC will make the necessary renovations for Unity's model of care. These include the following activities named under the facility/area:

#### *Receiving & Discharge*

- Dismantle and remove current X-Ray Equipment
- Divide current inmate holding cell to provide spaces for teleradiology and interview area; Install electrical outlets and cabling for two computer desks and two chairs.
- Renovate current x-ray area to accommodate RN screening and assessments; Also provide space for HIV counseling and testing personnel; Install electrical outlets and cabling, as necessary for three desks and six chairs; Install two sinks and the necessary plumbing.



CTF

- Renovate four identified lofts, based on previous discussions, to provide assessment areas for two providers in each loft. Each loft will need two sinks installed, electrical outlets, cabling for two computers, two exam tables, two desks, and four chairs.

#### Additional Contract Responses

Pursuant to Section L.23.1, Unity is only requested to respond specifically to Section C of the contract. In addition to responding to Section C of the contract, Unity would like the opportunity to respond to specific parts Sections D through M of the contract. Most of the responses request a clarification when provisions in Section C are contradicted by provisions in Sections D through M. Below are Unity's additional responses to Sections D through M of the contract:

### **Section F – Deliverables or Performance**

#### Section F.3 Deliverables

- It is Unity's understanding that, pursuant to Section C.3(c), the transition plan will be due with 30 days after the contract award, not 10 days after contract award as is stated in Section F.3.
- Unity will use reasonable efforts to provide the Operations Manual within 30 days after contract award and will provide it to the COTR no later than 60 days after contract award.
- It is Unity's understanding that, pursuant to Section C.3.25.2, the staffing plan will be due within 30 days after the contract award, not 20 days after contract award as is stated in Section F.3.

### **Section H – Special Contract Requirements**

#### Section H. 10 Diversion, Reassignment and Replacement of Key Personnel

Pursuant to Section 3.25.4, Unity is only required to seek advance written approval of the COTR when it decides to replace a member of the Principal Leadership Staff. It is Unity's understanding that the District will not require Unity to provide 30 days advance written notice the COTR and the Contracting Officer when Unity desires to remove staff listed in this Section as "key personnel" who are not part of the Principal Leadership Staff. Further, it is Unity's understanding that the District will not require Unity to receive express written permission from the Contracting Officer before it reassigns or replaces staff listed in this Section as "key personnel" who are not part of the Principal Leadership Staff.

#### Section H. 13 Contractor Responsibilities

##### *H.13.1(d) Medical Analytics*

Unity will provide metric reports for the elements detailed in Section C.3.27, not C.31.



### *H.13.3 Systems Integration/H.13.4 Interfaces to Operating System*

Unity cannot be held responsible for these stipulations because it would require us to integrate and change systems that we do not control. We are willing to enter into a service agreement with a qualified IT subcontractor under which these tasks could be performed by appropriate personnel.

### Section H. 18 Liquidated Damages

Unity did not have the opportunity to discuss this Section with the District during the preproposal conferences because the Section was not provided to Unity until after the conferences were complete. Unity is concerned that the standards set forth in this Section are unattainable. A provision that states that Unity must comply with the performance standards with a 100% "acceptable quality level" seems unreasonable. First, there is no indication in Section H.18 as to how this 100% quality is measured or by whom it is measured. Second, at the outset of the contract, there should be some transition time for Unity to operate under the contract without being held to a standard of 100% compliance. Finally, the money damages seem excessive for the performance requirements discussed in the Section. Unity requests that it have the opportunity to discuss this Section more thoroughly with OCP.

## **Section I – Contract Clauses**

### Section I.10 Insurance

Unity agrees to obtain commercially reasonable insurance coverage for its responsibilities under this contract.

#### *I.10.1 Comprehensive General Liability*

Unity agrees to obtain commercially reasonable comprehensive general liability insurance. If coverage within the proposed limits for the occurrences discussed in this Section is possible, then Unity will obtain such coverage. Unity will include the costs of obtaining such insurance in its Pricing Proposal.

#### *I.10.3 Health Professional Liability (Medical Malpractice Insurance)*

Evidence that Unity is covered by the Federal Tort Claims Act pursuant to Section 224(g) of the Public Health Service Act shall be sufficient for the District and in lieu of the requirement to provide medical malpractice coverage set forth in Section I.10.3 of the contract.

## **Section L – Instructions, Conditions and Notices to Offerors**

### Section L.13 Proposal Submission Date and Time

This Section should be modified to reflect that the District and Unity have agreed that the Technical Proposal is due on May 12, 2006 at 2:00 p.m. local time, but that the Pricing Proposal will be due at a later date to be determined by the Contracting Officer.

## Description of Scope Work

### C.3.1 Unity's Experience and Accreditation

#### *C.3.1.1 Principal Leadership Staff*

Unity will provide appropriate principal leadership staff to lead and oversee this new venture. As Unity understands, the principal leadership staff will, at a minimum, include the following positions (or their equivalent, which may have a different title under Unity's Human Resources Department): a medical director, mental health director, health care administrator, and director of nursing. The current Unity employees who will comprise the Principal Leadership team at this time are: Vincent Keane, Chief Executive Officer (CEO); A. Janelle Goetcheus, M.D., Chief Medical Officer (CMO), Robert Keisling, M.D., Associate Medical Director of Mental Health Services; Kerri Gerald, R.N., Health Care Administrator and Zerita Hudson, R.N., Director of Nursing.

All of the Principle Leadership Staff have extensive experience working in the community and providing primary care and/or mental health services within the District of Columbia. Together, our CEO, Vincent Keane, and our CMO, Dr. Janelle Goetcheus, have forty years of continuous experience serving the District's low-income and homeless individuals and families. Dr. Goetcheus is the founding member of Unity Health Care, Inc. and has a wealth of experience dealing with the patients in the community as well as patients who have returned from incarceration. Our Health Care Administrator, Kerri Gerald, has extensive experience in the Department of Corrections Facilities within the District of Columbia. Dr. Keisling has worked for many years at the District of Columbia Department of Mental Health. In that role he worked both at EPRD (Emergency Psychiatric Response Division) and also at the John Howard Pavilion. In these capacities he has served many patients who have entered and exited the correctional facilities system. Ms. Hudson has extensive inpatient and ambulatory care nursing experience as well as management experience.

#### *C.3.1.2 Standards of Care*

Unity will provide services in accordance with standards of the American Medical Association (AMA) and the American Correctional Association (ACA). As a stipulation of FQHC status, we are and will continue to be held to the standards and performance reviews of the Health Resources and Services Administration (HRSA) of the United States Department of Health and Human Services (DHHS). We will also comply with other DOC standards that are applicable and important for the safe and effective delivery of medical care.

Unity has extensive experience providing quality health care services and meeting performance standards and requirements. For over ten years, we have administered HIV-specific grant programs under Ryan White Title I, II, and III. Our practitioners and staff have continually met performance standards and have successfully passed comprehensive on-site audits. In addition, all of our services are held to the standards of HRSA's Primary Care Effectiveness Review, which has recently been renamed a Performance Review. These reviews are comprehensive in nature and may explore a broad range of issues within our service delivery network and system.

Unity has a long history of being both a contractor to the District of Columbia particularly in the

area of primary health care as well as being the recipient of grants from the District, Department of Health (DOH). Our most recent experience with the DOH has been through the District of Columbia Healthcare Alliance (Alliance) contract. We have just received our first evaluation from the Office of Contracts and Procurement (OCP) on the Alliance contract and our rating was a 4, which was determined to be excellent for customer satisfaction. We believe that Unity's capacity to manage large contracts with the District is well-established.

#### *Health Right, Inc.*

Health Right, Inc. (Health Right) is a managed care organization (MCO) duly licensed in the District. Health Right is unique because it is majority-owned by Unity.

Health Right participates in the District Medicaid Managed Care Program providing high quality health services to the Medicaid population. Health Right's comprehensive health benefits included dental/vision services, primary care visits, specialists' visits, inpatient hospitalizations, prescription benefits, and transportation as well as coordinated outreach and health education activities. Due to its affiliation with Unity, Health Right emphasizes continuity of care for members who lose their Medicaid eligibility. Those disenrolled are still able to receive care at Unity. Health Right's model focuses on primary care services for all of its members across their life span, with a strong emphasis placed on preventive services and health promotion.

Health Right's comprehensive specialty network includes nine hospitals and over 800 specialty physicians. Health Right has extensive experience in negotiating rates with hospitals, specialists, and other health care entities. As a Medicaid MCO, it has had prior responsibility for managing the inpatient care of Temporary Assistance for Needy Families (TANF) recipients. In addition, as one of only two managed care entities managing the Alliance population as a result of the changes in the D.C. Healthcare Alliance, Health Right's capacity to negotiate competitive rates, oversee the quality of care and manage patient admissions and discharges is well recognized by the District's Department of Health and by the Medical Assistance Administration.

Health Right's information system capabilities can be broadly categorized into three functional aspects: (1) claims processing, (2) reporting/data analysis, and (3) monitoring. All three components when taken in sum total constitute an integrated business information and data system, which allows staff to comply with District Medicaid contract standards and fulfill specified duties as it relates to the operation of a health plan. This system is electronically based in a networked PC environment, and utilizes various software packages to supplement and/or support the functional aspects. In general, the various components that make up Health Right's integrated data system allow for the transformation of 'raw' data into useable information for the purposes of both analysis and decision-making.

#### *C.3.1.3 Accreditation*

Unity will cooperate with DOC to maintain the health care-related component of ACA accreditation at CTF. We will cooperate with DOC to obtain the health care-related component of ACA accreditation at CDF.

#### *C.3.1.4 FQHC Status*

Unity will maintain our status as an FQHC. As a requirement of our Federal Section 330 program grantee/FQHC grant from HRSA, Unity will list the DOC jail correctional facilities and CCCs on our Exhibit B. Once approved and listed, the sites will officially be covered under the Federal Tort Claims Act (FTCA) coverage.

#### *C.3.1.5 Community Health Care Experience*

Unity is a 501(c)(3) non-profit organization founded in 1985. It is the largest private organization providing primary medical care to homeless, low-income, and uninsured District residents. We operate 25 health care centers and two mobile outreach programs in the District. These sites and services are located throughout the city, in areas with large numbers of people living in poverty to assure maximum accessibility. Our institutional approach focuses on ensuring that our programs are accessible, of high quality, culturally appropriate, and responsive to the needs of our clients.

#### *C.3.1.6 Capacity to Provide Comprehensive Health Care Services*

As a Medicaid and Medicare provider, Unity has experience working with provider networks and processing claims. For hospital and specialty services for the inmates under this contract, we plan to subcontract Health Right, Inc., an MCO majority-owned by Unity, to establish and manage the provider network.

### *C.3.2 Intake Health Services*

#### *C.3.2.1 Assessment*

Unity will conduct a health assessment and provide intake health services for incoming inmates at CDF. These services will be provided within 24 hours of an inmate's arrival, contingent upon Unity's receipt of notification of arrival of an inmate at CDF by the DOC and adequate access to the inmate. DOC correctional officers will be responsible for assuring that the inmates remain in the Receiving and Discharge (R&D) area and/or the medical unit, as needed.

##### *C.3.2.1.1 Health Assessment*

Unity shall provide health care staff in the R&D area of CDF so that the intake process proceeds in an efficient and timely manner. Registered nurses (RNs) and medical assistants (MAs) will be staffed in R&D. The current staffing plan allocates one RN and two MAs during the day shift and two RNs and three MAs during the evening shift, when intakes are heavier. An additional MA for each shift (day and night) will be needed to collect, prepare, and handle urine specimens for GC/Chlamydia screening of all inmates.

##### *C.3.2.1.2 Abridged Health Assessment upon Transfer*

Upon transfer of an inmate to CTF and contingent upon Unity's receipt of notification of arrival of the inmate at the CTF and adequate access to the inmate, Unity staff will provide an abridged health assessment. This abridged health assessment will be conducted in the infirmary area by the licensed nursing staff on duty. The infirmary will be staffed 24 hours/day, 7 days/week.

### *C.3.2.2 Health Care Intake*

Unity will provide health care intake services as outlined below.

#### *C.3.2.2.1 Initial Information*

The team of MAs and RNs on duty in R&D will collect demographic information, triage data, and make note of any psychiatric and/or medical alerts. To begin the discharge planning process at intake, the demographic information collected and entered into the electronic medical record will include: insurance status, housing status, and other information essential to linking the inmate to a community health center upon release.

#### *C.3.2.2.2 Vital Signs*

The MAs in R&D will obtain a complete set of vital signs, including weight.

#### *C.3.2.2.3 Blood Sugar and Peak Expiratory Flow Rate Screening*

The MAs in R&D will inquire whether the inmates are diabetic or have asthma. They shall perform a finger stick on all known diabetics and a peak expiratory flow rate for all patients with a known history of asthma or emphysema.

#### *C.3.2.2.4 History and Assessment*

MAs will complete a medical history for each inmate. RNs will be stationed in R&D at CDF to perform medical screening and assessments of inmates. Inmates with any chronic or acute problems identified during the medical screening, which require evaluation by an advanced level practitioner shall be referred to the medical unit for further assessment. Based on previous studies, Unity expects this to include approximately half of the inmates. The remaining inmates in R&D shall receive a health assessment, including an oral examination and substance abuse history, provided by an RN.

#### *C.3.2.2.5 Gynecological Exam for Females*

A gynecological exam will be offered to all females. A Pap smear will be offered, as medically necessary, based on evidence of specific problems or a history suggestive of a need for further testing.

#### *C.3.2.2.6 Urine Pregnancy Test*

The MAs in R&D will conduct urine pregnancy tests for all female inmates.

#### *C.3.2.2.7 Syphilis Serology*

The MAs in R&D shall obtain syphilis serology for all inmates.

#### *C.3.2.2.8 Urine Gonorrhea/Chlamydia Screening*

If the District determines that Unity is required to provide a urine Gonorrhea/Chlamydia screening for each inmate, then Unity will hire two additional MAs to conduct urine Gonorrhea/Chlamydia testing for all inmates during intake in R&D.<sup>1</sup>

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<sup>1</sup> It is Unity's understanding that the District has not yet determined whether it will require Unity to provide Gonorrhea and Chlamydia testing for all inmates.



#### *C.3.2.2.9 HIV Counseling and Testing*

Unity will cooperate with the District and/or other organizations that are responsible for providing HIV counseling and testing for inmates.

#### *C.3.2.2.10 Tuberculosis (TB) Testing*

The MAs in the R&D area will plant a Mantoux TB skin test on every inmate unless the inmate has received a TB skin test at a DOC facility within two weeks prior to the current intake or has a history of a positive skin test in the past.

#### *C.3.2.2.11 Chest X-Ray*

While the inmates are in R&D, a Unity Radiology Technician shall obtain a posterior-anterior chest x-ray using teleradiology (contingent upon installation of proper equipment by DOC) for all males and for females after evidence of a negative pregnancy test is obtained. All x-rays shall be performed in accordance with the Center for Disease Control (CDC) Guidelines for Control and Management for TB in Correctional Facilities.

#### *C.3.2.2.12 Chest X-Ray, Lab Testing, and TB Testing Follow-Up*

A radiologist, under the Health Right, Inc. subcontract, will review chest x-ray films within 24 hours. The skin test results shall be read within 72 hours of planting the test. Lab results will be reviewed within 72 hours of receipt of such results by Unity staff at the DOC. Appropriate referrals for follow-up, as needed, or further evaluation, if required, shall be made within 24 hours of review of the results by the appropriate Unity staff.

#### *C.3.2.2.13 Urgent Care*

Unity will provide urgent care, as necessary, for inmates during the medical intake process. Inmates with acute problems, which require attention or evaluation by an advanced level practitioner, identified during the medical intake screening, shall be referred to the medical unit for further assessment.

#### *C.3.2.2.14 First Dose Medications*

First dose medications shall be administered as prescribed by the examining primary care practitioner before an inmate leaves the medical unit.

#### *C.3.2.2.15 Other Test and Examinations*

Unity staff will conduct other tests and examinations, as required and/or medically indicated.

#### *C.3.2.2.16 Medical Clearances*

Unity will perform medical clearance screenings for intakes for consideration of placement in work detail squads.



#### *C.3.2.2.17 Procedures for Accessing Care*

During intake, the RNs and MAs will provide information to inmates regarding the systems and procedures for accessing internal and external health care during their incarceration at DOC jail facilities.

### *C.3.2.3 Mental Health Intake*

#### *C.3.2.3.1 Initial Mental Health Screening*

The RNs stationed in R&D will conduct an initial mental health screening during intake. The screening will include items identified in Section C.3.2.3.1.1 – C.3.2.3.1.15: Past or current mental health treatment, major problems other than legal situation, prior suicide attempts, suicide by a family member or close associate, a position of prominence in the community, an absence of a support network, first incarceration, a recent major loss, a current suicidal ideation, court-ordered forensic evaluation, return from John Howard Pavilion or other inpatient psychiatric facility, history of violent behavior, history of drug or alcohol use, intellectual functioning, and history of victimization.

#### *C.3.2.3.2 Comprehensive Mental Health Evaluation*

During the initial mental health screening, the RN will use the screening factors to determine, in his/her professional judgment, whether an inmate requires a comprehensive mental health evaluation. When the RN determines that an inmate requires a comprehensive mental health evaluation, then that inmate shall be referred to a licensed mental health clinician who will determine a diagnosis and/or appropriate treatment.

### *C.3.3 Daily Triage of Complaints*

Inmates shall be provided with Sick Call Request Forms on each housing unit and shall be required to place completed request forms in a locked box on each unit. Unity will designate a nurse or MA staff person to collect these forms daily during the business week, triage them under the direction of an RN, and schedule the inmates for appointments to be seen by an RN on the same or next Business Day, as defined in the contract. Sick call request for inmates on lock down units will be collected and triaged daily, 7 days/week. Inmates who are housed in Lock-Down Units and need to be seen shall be scheduled for an appointment on the next day, to include weekends. Requests for non-medical concerns shall be forwarded to the appropriate department or provider.

### *C.3.4 Sick Call Services*

#### *C.3.4.1 Providing Sick Call Services*

Based on triaging of sick call requests, inmates requiring routine or non-emergency care shall be seen by an RN on the same or next Business Day after receipt of the request. Inmates who are housed in Lock-Down Units shall be evaluated seven days per week, including District holidays.

#### *C.3.4.2 Medical Evaluation and Treatment*

Based on triaging of sick call requests, RNs shall evaluate inmates in accordance with sick call protocols. These inmates will either receive treatment and/or be referred to an advanced level practitioner. Whenever nurses identify inmates in the general population or Lock-Down Units

who require immediate care, nurses shall refer the inmates to Urgent Care. Nursing sick call protocols shall be included in Unity's Operations Manual.

### C.3.5 Primary, Acute, and Chronic Care Services

#### *C.3.5.1 Primary Care and Management for Inmates with Chronic Diseases*

Inmates with chronic illnesses or acute conditions which require ongoing monitoring shall be enrolled in the Primary Care Health Service which shall be covered by a physician, nurse practitioner, or physician assistant (under the direction of a physician). The primary care provider shall provide continual monitoring and management of these assigned inmates throughout their incarceration and, in some cases, after release into the community. When possible, inmates will be linked to the same provider (works half-time in a community health center) for follow-up and continuing care upon release to the community.

#### *C.3.5.2 Concurrent Provision of Care for Chronic Diseases and Sick Call*

Unity nurses and primary care providers will provide sick call and Primary Care Health Service concurrently in the units. For non-lock down housing units, these services shall be provided Monday through Friday, excluding District holidays. For Lock-Down Units, sick call services will be held 7 days/week, including District holidays; however, Primary Care Health Services will be Monday through Friday, excluding District holidays. If an inmate has an immediate need to see an advanced level practitioner on a weekend or holiday, the inmate will be referred to the practitioner stationed in the Urgent Care Center.

#### *C.3.5.3 Treatment Plan Development*

Primary care providers shall provide continual monitoring of inmates assigned to the Primary Care Health Service throughout their incarceration and, in some cases, after release into the community. The primary care practitioner shall develop a treatment plan for all inmates diagnosed with a chronic condition. To promote continuity of care, this treatment plan shall be incorporated into a discharge plan and transferred to a Unity health center or an affiliated community health center upon the inmate's release into the community.

### C.3.6 Specialty Services

#### *C.3.6.1 Management of Specialty Services*

The vision of health care called for in the Community Oriented Correctional Health Care for DOC, requires that all levels of care be integrated, continuous and of the highest quality. Unity, through its direct provision of primary care, and Health Right, Inc., through its extensive network of specialty services, will ensure that this goal is realized. Specialty care will cover treatment of those inmates whose presenting symptoms are beyond the scope of routine primary care practitioners and for whom specialty care is medically necessary. Specialists in the following areas will be engaged to address the needs of these inmates:

Optometry	Ear, Nose, and Throat (ENT)
Ophthalmology	Gastroenterology
Orthopedics	Genitourinary
Dermatology	Pulmonology

Neurology	Surgery
Cardiology	Neurosurgery
Podiatry	Nephrology
Wound Care	Endocrinology
Infectious Disease	Urology
Obstetrics/Gynecology	Hematology-Oncology
Radiology	Physical Therapy

Unity will provide some of these specialties on-site through contracted specialists who are part of the Health Right, Inc. network, or others who may be directly employed by Unity. Depending on DOC's capacity to establish telemedicine equipment at CDF and CDF, Unity will be able to have the patient evaluated on-site, and the diagnosis and treatment determined off-site by the specialist. The capacity for telemedicine will greatly reduce overall costs to the DOC, minimize transportation requirements, but most especially Unity will be assured that the highest quality of evaluations and treatment will be made available to the inmates.

In those cases in which telemedicine (or on-site care) is not available or appropriate, off-site specialty services will be provided through the Health Right Specialty Network. Health Right will have a contract with both Greater Southeast Hospital and Howard University Hospital surgeons and specialists. The surgeons and specialists in the network will be privileged at Greater Southeast and/or Howard. These formal relationship will ensure maximum continuity of care for surgical procedures and post-operative follow-up.

#### *C.3.6.2 Off-Site Specialty Care*

In those cases in which telemedicine (or on-site care) is not available or appropriate, off-site specialty services will be provided through the Health Right Specialty Network. Unity will arrange for inmate transportation with DOC for off-site specialty visits; however, DOC will be responsible for all transportation and security-related costs associated with any off-site specialty care.

#### *C.3.6.3 Specialty Care Appointments*

Through its subcontract with Health Right, Unity will use reasonable efforts to arrange for medically necessary specialty services to be provided within the required 30 day time period. However, critical needs and emergency needs will be expedited in a much more timely manner, as medically indicated.

#### *C.3.6.4 Specialty Care for Federal Inmates*

Unity, in arrangement with the United States Marshals Service and the Federal Bureau of Prisons, will coordinate specialty care for Federal inmates, upon notification by DOC of an inmate's Federal status. At all times, DOC shall be responsible for notifying Unity staff of an inmate's Federal status. Unity is not financially responsible for specialty care for Federal inmates.

#### *C.3.6.5 Transportation Costs*

Under the terms of the contract, Unity will be responsible for costs of transportation by ambulance for all inmates requiring ambulance service. In addition, Unity will provide

transportation services between hospital facilities for patients needing emergency or intra-hospital transfers. Unity will provide emergency and intra-hospital emergency transportation services through the subcontract with Health Right, Inc. Costs for all other transportation, including but not limited to transportation of inmates for off-site specialty and non-emergency hospital care, will be the financial and organizational responsibility of DOC.

### C.3.7 Hospital Services

#### *C.3.7.1 Subcontract Hospital*

Similar to the subcontract relationship Unity will have with Health Right, Inc. for specialty care, Unity will subcontract with Health Right to arrange for inpatient care for those inmates needing care exceeding the current capacity of Unity's primary care staff to provide. Prior to transfer of an inmate, referrals will be approved by a Unity practitioner.

#### *C.3.7.2 Hospital Subcontracts*

Unity, through its subcontractor Health Right, Inc., will arrange for hospital services to be provided at Greater Southeast Hospital, which is the only hospital in the District with locked ward facilities. In addition, Health Right will endeavor to secure contracts with other major hospitals, such as Howard University Hospital, Washington Hospital Center, and George Washington University Hospital, so as to broaden the network of hospitals available to provide surgical and invasive services that may not be available at Greater Southeast Hospital. All hospitals that Health Right will contract with will be accredited by Joint Commission on Accreditation of Healthcare Organizations (JCAHO). Unity will not refer inmates to any hospital that does not have JCAHO accreditation, regardless of whether it has a locked ward.

#### *C.3.7.3 Hospital Costs*

Health Right has extensive experience in negotiating rates with hospitals and other health care facilities. As a Medicaid MCO, it has had prior responsibility for managing the inpatient care of TANF recipients. In addition, as one of only two managed care entities managing the Alliance population as a result of the changes in the D.C. Healthcare Alliance, Health Right's capacity to negotiate competitive rates, oversee the quality of care and manage patient admissions and discharges is well recognized by the District's Department of Health and by the Medical Assistance Administration. This expertise will now be brought to the management of the care of the inmates served within the DOC correctional facilities. All costs for hospital services for inmates, except Federal inmates, will be born by Unity.

#### *C.3.7.4 Staffing*

In accordance with the goal of integrated and continuous care, Unity will assign licensed staff practitioners within the admitting hospitals, who shall be responsible for coordinating, following, and developing a discharge plan for all inmates admitted under this contract. These practitioners will serve as the point of contact for treatment plans and directives authorized by the specialist providers. In the event that a practitioner is unable to practice on-site at a subcontracted hospital, Unity will make arrangements for a member of the subcontracted hospital's staff to serve as the liaison and coordinator of care between the subcontracted hospital and the District.



#### *C.3.7.5 Progress Notes*

Reasonable effort will be made by Unity practitioners to enter a progress note in the chart of each inmate who has received an off-site service within 12 hours of the encounter. Unity staff will diligently follow-up with the specialist to ensure that a consultant report is made available to Unity within 12 hours. When specialists are uncooperative in this matter, Unity's Medical Director, or designee will inform the DOC's Medical Director of such lack of cooperation, and solicit their support in this effort. The DOC's Medical Director will assist Unity in obtaining specialist reports in a timely manner.

#### *C.3.7.6 Transportation Costs*

Under the terms of the contract, Unity will be responsible for costs of transportation by ambulance for all inmates except Federal inmates requiring ambulance service. In addition, Unity will provide and be responsible for the costs of transportation services between hospital facilities for inmates needing emergency or intra-hospital transfers, excluding Federal inmates. Transportation services will be provided through the subcontract with Health Right, Inc. Costs for all other transportation, including but not limited to transportation of inmates for off-site specialty and non-emergency hospital care, will be the responsibility of DOC.

#### *C.3.7.7 Hospital Care for Federal Inmates*

Unity, in arrangement with the United States Marshals Service and the Federal Bureau of Prisons, will coordinate hospital care for Federal inmates, upon notification by DOC of an inmate's Federal status. At all times, DOC shall be responsible for notifying Unity staff of an inmate's Federal status. Unity is not financially responsible for hospital care for Federal inmates.

#### *C.3.8 Utilization Management*

##### *C.3.8.1 Care Management*

Consistent with Health Right's experience in the managed care industry, and based on the requirements of their current contract with the Medical Assistance Administration (MAA), Health Right has the experience and expertise to comply with all of the requirements identified in this subsection. As indicated earlier, there will be a licensed practitioner placed in the hospital(s) to serve as the coordinator of care, and the point of contact for tracking of inmate patients. All of the reports identified in this section will be made available through Unity's contract with Health Right, Inc.

##### *C.3.8.2 Reporting*

Based on prior conversations between DOC, OCP and Unity, it is Unity's understanding that the Performance Metrics and Measurement Tools of this contract will be reviewed by Unity, and once a mutual agreement has been reached, Unity will comply with the agreed upon data requirements.

##### *C.3.8.3 Regularly-scheduled Meetings*

Unity will meet with DOC representatives quarterly to review the issues surrounding Comprehensive Health Care Services as called for in this contract. Particular emphasis will be placed on trying to resolve any barriers that may be preventing Unity from accomplishing the

goals of this contract, which includes the re-connection of inmates back to a primary medical home. In these quarterly meetings, all the agenda items addressed in this section will be covered, and, as required and/or appropriate, other entities with which Unity has a subcontract relationship will be included in these meetings.

### C.3.9 Emergency Services

#### *C.3.9.1 Providing Emergency Services*

Unity shall provide emergency services in a designated location at CDF. Unity shall be responsible for providing emergency medical services, to include first aid, cardiopulmonary resuscitation and arranging ambulance services for inmates, DOC staff, contractors, and visitors 24 hours per day, seven days per week. Unity will not be responsible for transportation or hospital costs for DOC staff, contractors, or visitors.

#### *C.3.9.2 Contacting Emergency Medical Personnel*

Unity medical staff shall contact emergency medical personnel to transport patients to outside hospitals for emergency services that cannot be adequately treated at CDF and/or CTF.

##### *C.3.9.2.1 Emergency Transport Services*

Emergency transport services will be provided by the D.C. Fire and Emergency Medical Services (EMS). Unity shall notify the appropriate DOC correctional staff that an escort is necessary when EMS personnel are brought into the DOC facility.

##### *C.3.9.2.2 Emergency Ambulance Costs for Inmates*

Unity shall be responsible for all 911 emergency ambulance costs for the inmate population.

##### *C.3.9.2.3 Intra-hospital Ambulance Costs for Inmates*

Unity shall be responsible for intra hospital ambulance costs for the inmate population.

##### *C.3.9.2.4 Hospital and Transportation Costs for Federal Inmates*

Unity shall not be responsible for the cost of any transportation or hospital services provided to any Federal inmates who are housed at CDF, CTF, or the CCCs. DOC shall notify Unity of any inmate's Federal/District status upon Unity's request.

### C.3.10 Infirmary/Short Stay Care

#### *C.3.10.1 Infirmary Unit and Care*

Infirmary care shall be available at CTF for inmates with acute or chronic conditions who cannot, for medical reasons, live in housing units with the general population but whose conditions can be managed on-site. Unity shall utilize the medical and mental health inpatient facilities to the fullest capacity to reduce off-site hospitalization when medically feasible. At a minimum, the operation of the infirmary shall include:



#### *C.3.10.1.1 Advanced Level Practitioner Staffing*

A physician, nurse practitioner, or physician assistant on duty 24 hours/day, 7 days/week. The on duty practitioner will enter a progress note in each inmate's chart (or electronic medical record) at least every 24 hours. Unity's current staffing plan includes two NPs for the day shift, one NP during the evening shift, and one NP during the night shift, every day, including weekends. A part-time physician will be assigned one half-day, 5 days/week (0.5 FTE).

#### *C.3.10.1.2 Licensed Nurse Staffing*

Daily on-site supervision of the infirmary by an RN. If intravenous medication is being administered, a licensed nurse will be physically present in the infirmary. The current staffing plan includes two RNs during the day shift, two RNs during the evening shift, and one RN during the night shift every day, including weekends.

#### *C.3.10.1.3 Nursing Staff Duty*

Licensed nursing staff on duty and available to assist inmate patients 24 hours a day. To the extent that the necessary video monitoring equipment is provided to Unity by DOC, nursing staff will be within sight and sound of the inmates in the infirmary.

#### *C.3.10.1.4 Nursing Infirmary Care Procedures Manual*

A manual of nursing care procedures for infirmary care will be developed. Unity shall provide a copy of the manual prior to the beginning of the contract.

#### *C.3.10.1.5 Inpatient Records*

A complete inpatient record for each inmate admitted to the infirmary, including an admission assessment and discharge planning.

### *C.3.11 Dental Services*

#### *C.3.11.1 Dental Services*

Unity shall provide routine and emergency dental services to inmates consistent with community standards. Unity dental staff shall respond to dental emergencies, as deemed medically necessary, within 24 hours of notification of the emergency. Dental treatment shall be based on assessed needs as per Unity's dental policy and, to the extent medically necessary, may include, but will not be limited to the following services (as described in Sections C.3.11.1.1 – C.3.11.1.5):

1. Prophylactic, oral hygiene instruction
2. Periodontal screening, evaluation and limited early treatment, when possible
3. Routine and simple surgical extractions
4. Prosthetics
5. Patient education with nutritional/dietary counseling, as indicated.

#### *C.3.11.2 Staffing, Instrumentation and Equipment*

Unity shall provide all staffing and supplies, including prosthetic costs, as deemed necessary. At the time of the submission of this proposal, the biomedical engineering company has not been

permitted to conduct a walk-through of the DOC facilities. Unity will be able to provide more information regarding the dental equipment it will be responsible for maintaining, repairing or replacing once the biomedical engineering company is permitted to assess the equipment as part of a walk-through of the DOC facilities. Once Unity determines the agreed-upon equipment inventory, a subcontracted biomedical engineering company will provide maintenance, repair, and/or replacement of government-furnished medical, dental, and mental health equipment. Unity shall retain copies of equipment maintenance and/or supply agreements.

#### *C.3.11.2.1 Radiology Exposure Testing*

Unity shall provide monthly radiology testing for detection of dental staff exposure to radiation.

### *C.3.12 Mental Health Services*

#### *C.3.12.1 Mental Health Services*

Unity shall provide inpatient and outpatient mental health services for inmates in accordance with Unity's mental health policies. The services shall include, but are not limited, to the following (as described in Sections C.3.12.1.1 – C.3.12.1.8).

1. Mental health assessments, laboratory and diagnostic testing
2. Administration of psychotropic and mental health medications. (Unity's pharmacy services will be responsible for control and dispensation of medications.)
3. Monitoring compliance with and effectiveness of medication
4. Provide staffing for regular hours and call coverage with experienced mental health clinicians, to include psychiatrists. Unity's current staffing plan includes: one psychiatrist and one licensed clinical social worker (LICSW) for outpatient mental health services in CTF and two psychiatrists and two LICSWs for outpatient mental health services in CDF. The mental health inpatient units housed in CDF will be staffed with a full-time psychiatrist (1.0 FTE) and 1.5 FTEs LICSW, during the day shift. We will staff 1.5 FTE psychiatric RNs during the day and evening shifts, and 1.0 FTE psychiatric RN during the night shift. For medication distribution, 1.0 LPN will be staffed during each shift. These staff members will be present 7 days/week, including weekends and District holidays.
5. Suicide prevention education and counseling, and treatment for psychiatric emergencies
6. Inpatient treatment for inmates with severe mental illness
7. Services for the general population as described in DOC policies, specifically 6014.6: A Psychiatric Evaluation and Hospitalization of Department Residents and 6080.2B: Suicide Prevention
8. Discharge planning and collaboration with off-site agencies to promote continuity of care (as described in Section C.3.30).

#### *C.3.12.2 Initial Mental Health Screening*

The RNs stationed in R&D will conduct an initial mental health screening of inmates entering CDF during intake (as stated in Section C.3.2.3.1). Patients requiring an additional mental health evaluation shall be referred to a mental health clinician who shall coordinate further outpatient or inpatient evaluations, as needed.

#### *C.3.12.3 Comprehensive Mental Health Evaluation*

After completion of the initial mental health screening, the RN shall identify inmates who require an additional mental health evaluation (as stated in Section C.3.2.3.2). These inmates shall be referred to a licensed mental health clinician who will determine a diagnosis and/or appropriate treatment.

#### *C.3.12.4 Mental Health Care*

Unity will provide comprehensive inpatient and general population on-site mental health care for inmates in the CDF and CTF.

#### *C.3.12.5 Mental Health Units*

Unity shall provide staffing and treatment for the mental health special units and safe cells in CDF.

#### *C.3.12.6 Mental Health Program Plan*

Unity has developed a proposed staffing plan for the mental health program on-site at CDF and CTF. A full mental health program plan shall be developed to include a plan for call coverage, as well as provisions for the following:

##### *C.3.12.6.1 Treatment and Staffing of Special Units and Beds*

Unity will develop policies and procedures for treatment and staffing of the inpatient mental health units and the two safe cells used for mental health observation.

##### *C.3.12.6.2 Outside Admissions*

Unity mental health staff will arrange and coordinate outside admissions for all necessary mental health/psychiatric care. Unity's mental health staff will also be responsible for coordinating care for inmates prior to and after release from the outside hospital or facility; however, while the patient is under the care of the outside hospital or facility, Unity will not be responsible for managing the care.

##### *C.3.12.6.3 Required Mental Health Programs*

Unity's mental health program plan, as well as its policies and procedures, will include the following:

- 1) Outpatient population mental health services and management, to include oversight of psychotropic medication compliance and effectiveness
- 2) Mental health sick call
- 3) Management of care and observation for the acutely mentally ill inmates
- 4) Use of restraints, and management of care and observation for inmates placed in restraints for mental health reasons
- 5) Behavior management and individual treatment plans
- 6) Follow-up for referrals (routine and emergency)
- 7) Individual counseling and psychotherapy
- 8) Discharge planning
- 9) Psychotropic medication management and oversight of compliance and effectiveness.

#### *C.3.12.6.4 Multidisciplinary Approach*

Unity's mental health staff and primary medical care staff will use a multidisciplinary approach to promote collaboration between mental health and medical treatment. To this end, Unity's mental health staff and primary medical care staff will work together to streamline and improve overall care for mentally ill inmates.

#### C.3.13 Substance Abuse Services

##### *C.3.13.1 Medication Detoxification Policy*

Unity shall provide a medical detoxification policy for drug and alcohol addicted inmates. The relevant policies and procedures shall be included in Unity's Operations Manual.

##### *C.3.13.2 Coordination with Substance Abuse Treatment Providers*

It is Unity's understanding that we will not be responsible for providing substance abuse treatment or services, except for medical detoxification, as stated above in Section C.3.13.1. Unity shall cooperate with local and regional alcohol and drug treatment programs that may offer services to the inmates internally and/or externally in an effort to promote continuity of care.

#### C.3.14 Ancillary Services

Unity will provide ancillary services, including radiology, laboratory services, pharmacy services, and durable medical equipment. The specific services to be provided and the proposed method for provision of those services are detailed in the sections below.

#### C.3.15 Pharmacy Services

Unity will staff and operate the pharmacy on-site at CDF. Services to be provided include pharmacy inventory control, dispensing, and disposal of pharmaceuticals. A Policies and Procedures Committee will be convened after contract award to provide oversight/approval of the formulary, finalize policies and procedures, and monitor dispensing practices.

##### *C.3.15.1 Medication Supply Upon Release*

Specific policies and procedures will be developed to ensure continuity and availability of medications to inmates upon transfer or release. As an integral part of the discharge planning process, inmates on medication will receive a seven (7) day supply upon transfer to the Federal Bureau of Prisons, transfer to a CCC, or release to the community.

##### *C.3.15.2 Pharmaceutical Procurement and Dispensing*

DOC will be financially responsible for the procurement of all pharmaceuticals used at DOC facilities, including the CCCs. Unity has developed a draft formulary for pharmaceuticals for review and approval by the Policies and Procedures Committee. Contingent upon the availability and capability of equipment and systems to be provided by DOC, Unity will utilize an automated pharmacy system provided by DOC. Regardless of whether an automated or manual distribution system is used, Unity staff will keep records of distribution.

Unity pharmacy staff will prepare blister packs for medication distribution to inmates. The blister pack preparation will make the dispensing and distribution process more efficient.

#### *C.3.15.3 Prescription Medications*

The on-site pharmacy is currently licensed to provide medications distribution. The Director of Pharmacy Services will establish an on-call coverage process for a licensed pharmacist to be available 24 hours/day, 7 days/week for emergency and stat needs. The list of on-call coverage will be updated and distributed at regular intervals.

#### *C.3.15.4 Quality Management*

The Department of Pharmacy quality management plan/program will be revised to include management controls, the staffing plan and expected quality improvement indicators. The quality management plan will be included in Unity's Operations Manual.

#### *C.3.15.5 Collaboration with DOC Pharmacist*

Unity's Director of Pharmacy will collaborate with the DOC licensed pharmacist for monitoring and evaluation purposes.

#### *C.3.15.6 Documentation*

Unity's Director of Pharmacy Services currently has forms/systems in place to address ordering of controlled drugs, maintaining prescription logs, inventory, medication administration records, patient profiles and prescriptions, appropriate documentation for inventory records, controlled drug perpetual inventory and patient profiles.

### *C.3.16 Radiology*

#### *C.3.16.1 X-Ray Maintenance and Supplies*

Unity will be responsible for x-ray services for inmates during intake and as medically necessary. Contingent upon the provision of teleradiology equipment, space, and IT infrastructure, Unity will be responsible for the maintenance and supplies associated with such radiology equipment.

#### *C.3.16.2 X-Ray Services and Equipment*

As described in Section C.3.2.2.10, Unity will perform chest x-rays on inmates during intake in R&D. Our current staffing plan includes a radiology technician during the day and evening shifts Monday through Saturday. Contingent upon the provision of adequate teleradiology equipment by DOC, as described in Section C.3.16.1 above, Unity will utilize teleradiology to read films. As part of the subcontract, Health Right, Inc. will contract with a board-certified radiologist to ensure that all x-rays are read within 24 hours of being taken.

### *C.3.17 Laboratory*

#### *C.3.17.1 Coordination of Laboratory Services*

Unity's Laboratory Services Coordinator and the Director of Education and Staff Development, who is responsible for laboratory oversight, will coordinate required laboratory services at the CDF, CTF, and CCCs. Unity will provide Clinical Laboratory Improvement Amendments (CLIA)-waived laboratory services to inmates on-site. The private subcontracted lab will perform other laboratory services using samples drawn on-site.



#### *C.3.17.2 Subcontracting Services*

Unity will subcontract with Health Right, Inc. to be responsible for providing routine laboratory services. Health Right, Inc. will subcontract with an appropriately licensed laboratory facility to provide services using samples drawn on-site. Because of the need for medical independence and the ability of Unity/Health Right to get the most competitive prices, Unity does not believe the choice of laboratory subcontractor should be subject to approval by the COTR. Unity will evaluate laboratory contracts based on priorities of cost and continuity of care.

#### *C.3.17.3 Laboratory Program*

The laboratory services program shall include phlebotomy, specimen prep, stat results, expected turnaround times, panic values, and quality improvement indicators. A description of the program as well as relevant policies and procedures will be included in Unity's Operation Manual. Contingent upon the provision of necessary IT support from DOC and subcontractors to implement an electronic interface for laboratory reporting (Section C.3.32.3), Unity will utilize such a system.

#### *C.3.18 Medical Records*

##### *C.3.18.1 Medical Records Documentation and Format*

DOC medical forms and medical records format will be presented to the Unity Forms Committee for review and approval for use prior to the beginning of the contract. All health care encounters will be documented in the inmate's medical record.

##### *C.3.18.2 Use of Electronic Medical Records*

Unity staff assigned to work at the CDF and CTF will utilize the most upgraded Logician (or a comparable electronic medical record system), contingent upon the availability and capabilities of such Logician as provided by DOC prior to the start of the contract.

##### *C.3.18.3 Compliance with Confidentiality and HIPAA Regulations*

Unity has developed and implemented HIPAA policies and procedures in all of our health centers and sites. All staff is required to undergo HIPAA training during orientation. DOC Policy Statement #1300.3, District HIPAA policies, Unity HIPAA policies will also be reviewed with Unity staff assigned to work at CDF, CTF, and the CCCs. Policies and procedures, specific to inmates, addressing confidentiality, privacy and access in regards to medical records will be developed and implemented. Based on such policies, Unity staff will obtain signed consent forms from inmates, as required, and will place these forms in the medical record as documentation.

##### *C.3.18.4 Medical Records Ownership*

Unity understands that the inmates' medical records are the property of the District. Unity also understands that DOC will provide timely and reasonable access to inmates' records for appropriate medical, legal or legitimate business purposes. Unity will maintain confidentiality consistent with the above mentioned policies and procedures, and will reproduce charts and records, as needed, at our own expense.



### C.3.19 Nutrition Services

#### *C.3.19.1 Special Diet Orders*

After assessment of an inmate's nutritional requirements, Unity providers will order medically necessary special diets, as required. The special diet needs will be transmitted to the food service manager upon order. Licensed nursing staff will assist in providing routine nutrition education upon diet order with follow-up and review, as necessary.

#### *C.3.19.2 Diet Review and Evaluation*

Unity will consult with a Licensed/Registered Dietician every six months, or whenever the menu is changed substantially, to review and evaluate the nutritional adequacy of the diets. This review and evaluation will be contingent upon appropriate access to food serve menus, information, and services.

### C.3.20 Clinical and Administrative Supplies

#### *C.3.20.1 Provision of Supplies*

Unity will provide clinical and administrative supplies necessary to perform the scope of services above. Materials and supplies that Unity will be responsible for procuring include: medical and mental health supplies, health education supplies, dental supplies, x-ray supplies, forms, office supplies, medical and mental health record supplies, books, periodicals, dentures, eye glasses, prosthetic devices, and administrative supplies. Clinical supplies and prosthetic devices for individual inmates will be procured and distributed based on Unity practitioners' professional medical judgment.

##### *C.3.20.1 Glasses - Bifocals and Single Vision Glasses*

As part of its subcontract with Unity, Health Right, Inc. will provide eyeglasses for inmates, as determined by Unity practitioners.

##### *C.3.20.1.2 Dentures - Partial and Full*

Unity will develop and implement a clinical policy to address factors determining an inmate's need for, logistics of, and ordering of dentures. As part of the subcontract, Health Right, Inc. will provide dentures for inmates, as needed and appropriate.

##### *C.3.20.1.3 Reference Materials*

The Department of Clinical Operations along with medical team will organize a reference library for use by health care staff. This will include both the availability of hard copy references, as well as access to online resources for clinical and medical information, such as MD Consult.

### C.3.21 Support Services

#### *C.3.21.1 Infection Control, Sanitation and Bio-Hazardous Waste Collection and Disposal*

#### *C.3.21.1.1 Infection Control*

Unity has implemented an infection control program in all of our health centers and sites. We will develop and implement similar policies and procedures at CDF, CTF, and the CCCs.

#### *C.3.21.1.2 Bio-Hazardous Waste Collection and Disposal*

Unity will be responsible for the collection, handling, and disposal of bio-hazardous waste in all medical areas of the facilities. Unity's Manager of Facilities will ensure the implementation of policies and procedures for the proper collection, securing and disposal of bio-hazardous waste in a manner conforming to federal, state and local requirements. We will subcontract with a bio-hazardous waste disposal company to collect bio-hazardous waste from the facilities on an established regular schedule.

#### *C.3.21.1.3 Bio-Hazardous Waste Training*

Unity's Manager of Facilities will provide or arrange for the training of staff and inmates regarding the proper procedures for handling bio-hazardous waste.

#### *C.3.21.1.4 Staff TB Screening and Hepatitis B Vaccination*

Unity currently has a TB screening program for new employees and as an annual requirement for all employees. The Hepatitis B immunization policy stipulates all employees are offered the vaccine series, if clinically indicated. These programs comply with Occupational Safety and Health Administration (OSHA) regulations. This policy would be extended to include Unity staff at DOC facilities when the contract is awarded.

### *C.3.21.2 Cleaning*

#### *C.3.21.2.1 Cleaning Supplies*

Unity will provide a list of the consumable medical cleaning supplies to be purchased and used, based on specifications in Section H.16. DOC will be responsible for provide inmate labor supervised by DOC personnel for all cleaning in medical areas.

### *C.3.21.3 Telephone*

#### *C.3.21.3.1 Telephone Services*

Contingent upon an inventory of telephone lines and equipment in the medical areas, Unity will be responsible for providing telephone services, as appropriate, to Unity staff and subcontractors in the medical areas. At the time of the submission of this proposal Unity's telecommunications staff have not been permitted to conduct a walk-through of the DOC facilities, which is necessary to complete the inventory and operability assessment of the telephone system and services.

#### *C.3.21.3.2 Cellular Telephone and Pager Services*

Unity will be responsible for providing cellular telephone and pager services for our employees, as determined by Unity, in its discretion.

### C.3.22 Medical Equipment

#### *C.3.22.1 Operability of Current Equipment*

Unity is working with a biomedical engineering company to complete the inventory and operability assessment of existing equipment. At the time of the submission of this proposal the biomedical engineering company has not been permitted to conduct a walk-through of the DOC facilities, which is necessary to complete the inventory and operability assessment of the existing equipment inventory. The inventory list and operability assessment report will be forwarded to Unity's Health Services Administrator within 25 days of contract award, provided that the biomedical engineering company has had access to the existing equipment inventory. The administrator will ensure that the list and report are submitted to the COTR within 30 days of contract award. Unity will be able to provide more information regarding the operability of the current equipment inventory once the biomedical engineering company is permitted to assess the equipment as part of a walk-through of the DOC facilities.

#### *C.3.22.2 Equipment Maintenance, Repair, and Replacement*

At the time of the submission of this proposal, the biomedical engineering company has not been permitted to conduct a walk-through of the DOC facilities. Unity will be able to provide more information regarding the equipment it will be responsible for maintaining, repairing or replacing once the biomedical engineering company is permitted to assess the equipment as part of a walk-through of the DOC facilities. Once Unity determines the agreed-upon equipment inventory, a subcontracted biomedical engineering company will provide maintenance, repair, and/or replacement of government-furnished medical, dental, and mental health equipment.

#### *C.3.22.3 Equipment Ownership*

An inventory of equipment will be maintained by Unity during duration of the contract. The inventory will include new/added equipment, current equipment, and equipment taken out of service as a result of disrepair.

#### *C.3.22.4 Equipment Loan, Rental, and Location*

Unity will not allow a third-party to use, loan, or rent government-furnished equipment, except with prior written permission from the COTR. The equipment shall not be moved outside of the DOC facilities without consent from the COTR.

#### *C.3.22.5 Use of Equipment/Facilities*

Unity will use DOC facilities and equipment for contract and related purposes.

### C.3.23 Medicaid/Medicare

#### *C.3.23.1 Medicaid/Medicare Eligibility*

Unity will be responsible for filing for Medicaid/Medicare reimbursement for eligible inmates. It is Unity's understanding that the only circumstances under which DOC inmates are eligible for Medicaid and/or Medicare is for reimbursement of hospital services for those inmates who are disabled, blind, and/or aged.

#### *C.3.23.2 Medicaid/Medicare Reimbursement*

Unity understands that Medicaid/Medicare reimbursement received for inmate care shall be credited to the District.

### C.3.24 Community Correctional Centers

#### *C.3.24.1 CCC Services*

Unity will provide access to primary health care and referral for specialty care for DOC residents of the District of Columbia Community Correctional Centers (Halfway Houses). The locations that house DOC residents include:

- Efforts for Ex Convicts House
- Hope Village
- Extended House
- Reynolds and Associates (Fairview)

The proposed medical staffing for the program, which will cover all four locations, will be two primary care practitioners, three nurses, and two medical assistants. The primary care practitioners will be the team leaders and provide medical care and mental health assessments, as needed while housed in the CCC and prior to release. The Unity team at the CCCs will be in contact with the discharge planners at the DOC jail facilities. When possible (based on proper notification by DOC to Unity of an inmate's impending release to a CCC), discharge planners will send a copy of the discharge plan and relevant medical information for the inmate to Unity's primary care practitioners at the CCCs. This will improve continuity of care.

#### *C.3.24.2 Health Assessment and Care*

Upon arrival at a CCC, clients will be assessed by a licensed practitioner for medical and mental health needs. Immediate primary medical needs will be met on-site, as appropriate. Primary care practitioners will provide these services.

Sick call services will be held daily for DOC clients of the CCCs, Monday through Friday, excluding District holidays. The clients will sign-up for sick call with the medical staff. A licensed practitioner will conduct an intake of the clients. Those who require medical care, based on the intake, will be seen by the primary care provider. If additional levels of care or referral services are medically necessary, Unity's staff will provide direct referrals to a Unity health center or specialty provider.

#### *C.3.24.3 Medication Evaluation and Management*

Upon arrival at a CCC, clients will be evaluated by a licensed practitioner for medication status, prescription management, and medication compliance. Unity staff will manage and monitor medication needs and compliance, as medically necessary.

#### *C.3.24.4 Follow-Up Care*

Unity will be responsible for providing Comprehensive Health Care Services for DOC residents of the CCCs. In addition, Unity will link clients with a health center (medical home) for continuing care upon release from the CCC.

#### *C.3.24.5 Coordination with Department of Mental Health*

For mentally ill clients, Unity staff will provide direct linkages to Department of Mental Health Core Service Agencies for their follow-up care upon release.

#### *C.3.24.6 Discharge Planning*

For clients residing in the CCCs, before they are released to the community, a discharge planner will provide a discharge planning session. During this session the clients will be given the discharge packet. The packet will provide the client with continuity of care guidance, such as next appointment date and time, location of services, and contact information. Clients will have a medial home assignment prior to release from the CCC. Clients will receive assistance with re-establishment of entitlement services that were in place prior to conviction. The discharge planner will make a reasonable effort to make sure that the client shows up for follow-up appointments made prior to release.

#### *C.3.24.7 Quality Assurance*

It is Unity's understanding that services at the CCC will be included under the overall quality assurance program for Unity services at DOC facilities.

### *C.3.25 Medical Personnel, Training, and Staffing Plan*

#### *C.3.25.1 Responsibility for Staffing*

Unity will be responsible for recruiting, interviewing, hiring, training, and supervising all health care and administrative staff for our program under this contract. Hired staff will possess appropriate expertise and shall be licensed, certified, or registered, as appropriate. It is Unity's understanding that while the final selection of all subcontractors may be subject to approval by the COTR, Unity will not be required to seek the COTR's approval before entering into each individual subcontract. The COTR has an affirmative obligation to notify Unity in writing that he/she will not approve of a proposed Unity subcontract. To the extent that the COTR disapproves of a proposed Unity subcontract, the DOC must provide written notification of verifiable, justifiable documentation to support dissatisfaction with a particular subcontractor.

To expedite hiring processes, it is Unity's understanding that DOC will use reasonable efforts to complete Unity staff background checks within 7 days of receiving the request.

#### *C.3.25.2 Job Descriptions*

Unity will develop job descriptions for each position in the final staffing plan. The job descriptions will clearly delineate each employee's assigned responsibilities.

#### *C.3.25.3 Staffing Plan*

Unity has developed a preliminary staffing plan that outlines the number of FTEs, hours of coverage, and assignments. After contract award, we will finalize this staffing plan and submit it to the COTR for approval. It is Unity's understanding that we shall be able to use our own timekeeping system, as appropriate, for our staff.



#### *C.3.25.4 Minimum Staffing*

Unity has proposed a staffing plan that adequately and appropriately covers the services outlined in this contract. Unity will be responsible for replacing personnel normally assigned to provide services under this contract who are unavailable. Unity understands that replacement of principal leadership positions shall require advanced written approval of the COTR.

#### *C.3.25.5 Service Locations*

Unity will ensure that staff members shall be assigned to the appropriate locations for services to be provided. The current staffing plan includes a 40-hour, on-site week, which include a 30-minute paid meal period. Unity will also ensure vacation and leave coverage, as needed. At all times, Unity shall provide sufficient staff to meet the DOC's health care-related operational needs, which may, from time to time, require Unity staff members to work overtime hours.

#### *C.3.25.6 Staff Coverage*

Unity will provide coverage for staff positions in the event of unplanned absence, leave, or in the event of resignation or termination.

#### *C.3.25.7 Subsequent Employment*

Unity shall not bind any of its employees from accepting employment with any subsequent medical provider in the District.

#### *C.3.25.8 Orientation and Drug Testing*

Contingent upon DOC using reasonable efforts to offer pre-service orientation to Unity staff on a regular, monthly schedule and provide Unity with a minimum of 10 days advanced notification, Unity will ensure that all new staff members attend the 40-hour training regarding on-site security and medical practices. On an annual basis, continuing staff will also attend a 40-hour continuing education training. Unity will also ensure that our clinical staff members maintain Cardiopulmonary Resuscitation (CPR) certification. Unity understands that our staff will be subject to random drug testing at Unity's expense.

#### *C.3.25.9 Hiring*

Unity agrees to conduct all hiring of staff in accordance with DOC requirements for background checks. Unity does not believe, however, that the COTR should maintain the ultimate right of approval for hiring. This would present significant logistical difficulties for Unity because we would be required to ensure that the COTR approves of the hiring of each staff member prior to doing so. Provided that Unity only hires staff members that meet the DOC requirements for background checks, then Unity should not have to seek the approval of the COTR. Having the COTR reserve the right of approval does not make the requirement any less onerous because Unity will not know whether, at any given time, the COTR will exercise the right. Unity agrees that the COTR has the right to remove any Unity personnel from providing services under the Contract, provided that the COTR gives prior written notice to Unity and the Contracting Officer of his/her reason for requesting the removal of any individual. In this written notice, the COTR will be required to provide verifiable, justifiable documentation as to why he/she is dissatisfied with a Unity employee and why he/she wants the employee removed from providing services under the Contract.

*C.3.25.10 Corporate and Administrative Functions*

Only personnel directly committed to services under this contract will be included in the direct costs for the services provided. Unity has an organized and well-established corporate and administrative structure, and staff within that structure will not be included under direct costs for this contract.

*C.3.25.11 Credentialing and Certification*

Unity will be responsible for credentialing our staff and maintaining valid and current licenses and certifications, as required by District regulations.

*C.3.25.12 Medical Professional Staff*

Unity has contracted with Health Right, Inc. to provide all credentialing and privileging functions for Unity practitioners (physicians, nurse practitioners, physician assistants, licensed clinical social workers, and nutritionists). This agreement will extend to Unity practitioners providing services under this contract. Based on current policies and procedures, Unity's Human Resources Department maintains updated files on all providers and monitors the credentialing and privileging internally. Unity's Human Resources Department will internally credential licensed non-provider staff, including RNs and LPNs.

*C.3.25.13 Non-Medical Professional Staff*

Unity will be responsible for maintaining records of qualifications for its staff, to include licensing, as required by District regulations.

*C.3.25.14 Privileging*

Unity will be responsible for ensuring privileging for appropriate practitioners at participating hospitals. Health Right, Inc., as the subcontractor responsible for specialty and hospital services, will ensure that practitioners are privileged at appropriate facilities.

*C.3.25.15 Personnel Files*

Unity will maintain personnel files on all employees. Upon reasonable request from the COTR and a demonstrated valid reason for such request, Unity will provide DOC with limited portions of such personnel files, including copies of current professional licenses, privileges and/or proof of professional certification, evaluations and salary/payroll records.

*C.3.25.16 Direct and Subcontracted Employees*

Unity will directly hire or work with authorized and/or licensed subcontractors to provide the services under this contract.

*C.3.25.17 Removal of Staff*

The COTR has the right to remove any Unity personnel from providing services under the Contract, provided that the COTR gives prior written notice to Unity and the Contracting Officer of his/her reason for requesting the removal of any individual. In this written notice, the COTR will be required to provide verifiable, justifiable documentation as to why he/she is dissatisfied with a Unity employee and why he/she wants the employee removed from providing services under the Contract. In the event that a Unity employee is removed from duty under this contract, with verifiable, justifiable documentation, Unity will provide an appropriate replacement.

#### C.3.25.18 Principal Vacancies

Unity will provide verbal notification to the COTR of an actual or impending Administrator or Medical Director vacancy by the close of the next calendar day after we receive written notification from the employee. Within 5 calendar days of verbal notification to the COTR, Unity will follow-up with written notification to the COTR.

#### C.3.25.19 Inmate Employees

Unity will not use inmates to fill any positions under this contract.

#### C.3.26 Peer Review

Unity currently has an established Peer Review Program that reviews the quality and appropriateness of the clinical services provided to patients. This program will be continued and expanded to include:

1. Sick call;
2. Infirmary admissions;
3. Hospitalization referrals;
4. Specialty referrals;
5. Prescribing patterns;
6. Ancillary service utilization;
7. Infectious Disease;
8. Primary Care Health Services; and
9. Mortality & morbidity.

Peer Review data will be collected weekly and reported quarterly and incorporated into the ongoing Quality Improvement efforts and annual performance appraisal process.

#### C.3.27 Reporting

##### C.3.27.1 Required Reports

Contingent upon DOC's provision of a management information system capable of providing statistical data necessary for the evaluation and monitoring of comprehensive health care services, Unity will use Logician (or its comparably capable equivalent) to develop and submit required reports. Statistical reports monitoring performance will be submitted monthly and annually.

##### C.3.27.2 Data Ownership

Unity acknowledges the data collected by Unity on behalf of DOC will remain the property of the District. Unity will use practices that maximize the validity of data collected.

##### C.3.27.3 Electronic Report Records

Unity will maintain all reports in a standard off-the-shelf electronic form, such as Microsoft applications, which are currently being used throughout Unity. We will provide electronic and paper printouts of inmate medical records for facilities and agencies external to DOC, as appropriate and necessary, while maintaining HIPAA compliance.

#### *C.3.27.4 Medical Data Policies and Procedures*

This stipulation would require Unity to create an operations manual for a system that we do not control. Unity will work with DOC to conduct such activities only as it relates to our contract reporting requirements.

#### *C.3.27.5 Metrics (Statistical) Reporting*

Contingent upon the capability and availability of Logician (or a comparably capable system) to report adequate data, Unity will provide Metrics Reporting, meeting DOC requirements at the time intervals specified (periodically, monthly, quarterly, and annually). Source data elements, data maps, and data transformations or subsetting logic will be dependent upon DOC license with Logician. Based on prior conversations between DOC, OCP and Unity, it is Unity's understanding that the Performance Metrics and Measurement Tools of this contract will be reviewed by Unity, and once a mutual agreement has been reached, Unity will comply with the agreed upon data requirements. Based on the capabilities of Logician, Unity will provide DOC with the following:

1. Each metric will be defined and the methodology for the calculation of the metric will be provided
2. Reports shall include monthly and YTD performance, and monthly and YTD trends.
3. Where they exist, performance benchmarks in relation to industry standards as provided by DOC within 90 days after award of contract.
4. If performance falls to more than 10% outside the range of target, then Unity shall submit a substantive root cause analysis and corrective action plan for approval by the COTR.
5. Raw data and computation methodology allowing verification of metric computation with each performance metric for all monthly reports will be provided by Unity to COTR.
6. Unity will cooperate with the COTR to review performance metrics monthly and add or drop metrics based on the review findings.

#### *C.3.27.6 Comprehensive Health Care Services Performance Measures*

Contingent upon the capability and availability of Logician (or a comparably capable system) to report adequate data, Unity will provide metric reports on the performance measures once a mutual agreement between Unity and DOC has been reached.

##### *C.3.27.6.1 Alternate Collection Methods*

Logician and the data captured through that system are the property of DOC. Unity's proposed staffing model is based upon the availability of a fully operationalized upgraded Logician computer system to support personnel in the delivery of care and services. If Logician is not operational and/or capable and Unity is not able to capture or report on the agreed to performance metrics, Unity will work with DOC's Office of Information Management and Technology Services to identify other methodologies to capture data. Adjustment in the reporting (number and frequency) of performance metrics may be required.

#### *C.3.27.7 Reporting Deadlines*

Unity will provide reports to the COTR in a form prescribed by DOC, both on a monthly basis and as may otherwise be reasonably requested in support of research, analysis, program development and ACA and NCCHC. The reports will contain the agreed upon data available

from the Logician (or comparable) computer system. To alleviate the difficulty of reporting data on a month that ends on a Friday (in which case Monday would be the 3<sup>rd</sup> business day), Unity will consistently submit reports for the previous month on the 5<sup>th</sup> business day of each month, as is standard.

#### *C.3.27.8 Incident Reporting*

Unity currently has implemented a Risk Management Incident Reporting Program throughout all its various sites. When the contract is awarded, the current policy and procedure will be expanded to include requirements of the American Society of Correctional Administrators (ASCA) for implementation at DOC facilities.

##### *C.3.27.8.1 Medical Data on Incidents*

When notified by the DOC, Unity will evaluate and document inmate injuries. Contingent upon the provision of necessary equipment by DOC, all examination results including photographs of injuries will be available, electronically, within 30 minutes of the examination electronically using a digital camera system and software. In addition, any staff injuries will be also be documented in separate records to include emergency care/stabilization or first-aid along with a referral to a private physician as clinically warranted.

#### C.3.28 Safety and Security

##### *C.3.28.1 Safety Precautions*

Unity shall maintain safety precautions for services provided under this contract. Unity will implement policies and procedures to minimize hazards.

##### *C.3.28.2 Security Regulations*

Unity employees will comply with all security regulations and procedures of DOC.

#### C.3.29 Medical Disaster Plan

##### *C.3.29.1 Medical Disaster Plan*

Unity shall assist DOC with planning for responses to disasters and shall participate in procedures, pertaining to the delivery of comprehensive health care services, outlined in the Medical Disaster Plan in the event of disasters such as fire, storm, epidemic, riot, strike, or mass arrests. The Medical Disaster Plan shall include the following:

1. Communications system
2. Notification of key personnel
3. Assignment of health care staff
4. Establishment of command post
5. Safety and security of patient and staff areas
6. Use of emergency equipment and supplies
7. Establishment of a triage area
8. Triage procedures
9. Coordination of ambulance services



10. Transfer of injured to outside hospitals
11. Evacuation procedures
12. Practice drills

### C.3.30 Discharge Planning

Planning for an inmate's release begins during the initial intake process. During the initial health assessment conducted upon arrival at CDF, inmates will be questioned about their medical and social situations. Unity staff members will obtain demographic information, including District residence status and their living arrangements. To determine the inmate's potential needs upon discharge, they will be asked to choose one of the following housing status options: 1) Own or rent housing; 2) Living with family members permanently or temporarily; 3) Homeless – Living with friends (moving from place to place); 4) Homeless – Living in a shelter; or 5) Homeless – Living on the streets.

In addition to establishing housing status, Unity staff will ask inmates about the following:

- Insurance status
- Disability status
- Health status
- Where they receive medical care
- Ability to access medications and medical supplies
- Connections with family and friends
- Substance abuse treatment needs
- Other social service needs

#### *C.3.30.1 Medical Case Management*

It is Unity's understanding that medical case management services will be provided to inmates with chronic or mental illnesses through the primary health care services clinic. Primary care providers will manage and follow the chronically and mentally ill inmates throughout their stay in the jail facilities. Prior to and upon release, discharge planners will develop a discharge plan and link them with a medical home, as described below.

#### *C.3.30.2 Linkage to Community Health Center for Continuity of Care*

During intake in R&D, each inmate will be given a folder labeled "Confidential Medical Information – Please Do Not Remove from Inmate or Inmate's Cell." The folder will have information on how to access health care in the District. The inmate will then keep medical and discharge planning information in that folder so they can take it with them to follow-up appointments upon release. If an inmate is released before a discharge planner is able to meet with them, he/she will leave with the information he/she needs to access primary health care services.

After inmates are transferred to their housing units, a Unity discharge planner will visit them to review the responses and further discuss any needs. The discharge planners will review the intake information prior to visiting with each inmate, so they can review the responses with the inmate. During this visit, the discharge planner will work with the inmate to identify a Unity health center convenient for the inmate to visit once they return to the community. If other needs are identified, the discharge planner will either schedule another visit to address those needs or

will provide the inmate with referral information for needed services. When possible, discharge planners will work with inmates to complete paperwork for entitlements and health insurance so that they will be covered upon release.

Contingent upon proper notification by DOC of Unity staff that an inmate is due to be released, each inmate will have a discharge packet containing the location of the health center to which they are being linked. The discharge planner will also include his/her own name and his/her telephone number so the inmate can contact them if they have questions or need further assistance.

#### *C.3.30.3 Discharge Planning for Chronically and Mentally Ill Inmates*

Unity will provide discharge planning services based on our interpretation that these intensive services will be provided only to chronically and mentally ill inmates or those being released directly to a substance abuse treatment facility (contingent upon proper notification of Unity staff that the inmate is due to be released). A medical discharge plan will be developed for these inmates to prepare for a smooth transition and continuity of care upon release.

In addition to the initial visit with a discharge planner, chronically and mentally ill inmates will meet with a discharge planner to begin the process of assessing for eligibility and applying for entitlements and/or DC Healthcare Alliance, so that they can begin receiving social security or disability income, food stamps, health care, and other services for which they are eligible upon release.

Chronically ill and mentally ill inmates will have the opportunity to meet a provider or staff member from the health center to which they have been assigned. In addition, the discharge planner will make an appointment at the health center as soon as the release date is provided (by DOC) for the individual. Appointments for these inmates will receive priority at the health centers.

Individuals who are chronically ill/mentally ill or going to a treatment program will be seen by the discharge planner (contingent upon notification to Unity staff of release by DOC) at the time of release to make sure the individual has medications, transportation, and understanding of the medical discharge plan. Each chronically and/or mentally ill individual will have a name/business card of the primary care practitioner assigned for continuing medical/mental health care. The time, date, location and practitioner's name for the scheduled appointment will be printed on the release plan and on an appointment card. A list of illnesses and medications will be provided for the inmate. Seven days of medication will be given to the inmate with information regarding places the medication can be refilled within the Unity system.

On the day of the appointment, the discharge planner, or a designated staff member, will check Unity's centralized electronic scheduling system to see if the individual has connected with the health center. If the client did not show up for the appointment, a reasonable effort will be made to contact the person to see if additional help is needed.

Chronically or mentally ill inmates who are scheduled to be discharged to the CCCs (Halfway Houses) will be given the same information at discharge and will be followed by the discharge planner to provide a smooth transition to the medical staff working in the CCCs.

### C.3.31 Medical Analytics and Technology Support (MATS)

#### *C.3.31.1 D.C. Department of Corrections Obligations*

Unity acknowledges that DOC will own and maintain hardware, software and communications infrastructure associated with the delivery of Comprehensive Health Care Services at CDF and CTF. DOC will also own and administer all databases residing on DOC platforms, and will have unabridged access to these databases in accordance with District and Federal law relating to health privacy. DOC will provide analytical and technology support to Unity through the following activities:

- a) Install computer workstations, based on DOC specifications. It is Unity's understanding that DOC will install 127 workstations purchased by the current vendor, CCHPS, prior to the beginning of this contract (based on Attachment J.11).
- b) Replace computer workstations at the end of useful life cycles
- c) Install and maintain cabling, as well as other communications infrastructure.
- d) Install and maintain required servers. It is Unity's understanding that DOC will install four new servers prior to the beginning of this contract to support services under this contract.
- e) Maintain version control of all software and associated licenses.
- f) Develop and implement a disaster recovery program. Unity will cooperate with DOC, as necessary, to develop the disaster recovery program as it pertains to services under this contract.
- g) Develop and maintain industry standard procedures for back-up, data storage, and security.
- h) Maintain updated virus protection software.
- i) Develop and maintain system documentation. Unity understands DOC's responsibility for system documentation to include the written documentation related to the protocols to follow regarding methodology, recording, and quality assurance related to medical data to which Section C.3.27.4 refers. Unity will work with DOC, as necessary, to conduct such activities, as described in C.3.27.4 only as it relates to our contract reporting requirements.
- j) Utilize industry standard procedures to test and accept new applications and databases
- k) Operate a Help Desk during regular business hours, Monday through Friday, 8:30 am – 5:00 pm, and provide 24 hours/day, 7 days/week emergency IT support.
- l) Develop and/or activate reports for administrative reporting, clinical evaluation, and the monitoring of Comprehensive Health Care Services.
- m) Develop metrics for measuring the efficiency and quality of Unity-provided Comprehensive Health Care Services, in collaboration with Unity. Based on prior conversations between DOC, OCP and Unity, it is Unity's understanding that the Performance Metrics and Measurement Tools of this contract will be reviewed by Unity, and once a mutual agreement has been reached, Unity will comply with the agreed upon data requirements.

- n) Conduct statistical studies of cost trends, productivity, inmates' health profiles, and treatment outcomes.
- o) Prepare forecasts of costs and caseloads by morbidity group.
- p) Conduct studies of data quality and integrity.
- q) Provide Unity a controlled and adequate access to JACCS and other essential DOC systems.
- r) Administer password access to the medical information system in timely manner that ensures continuity of access for appropriate Unity staff members.
- s) Prepare specifications for all new or replacement hardware and software technologies, as they relate directly to the needs of providing services under this contract.
- t) Prepare annual budget estimates for new and ongoing MATS initiatives.
- u) Purchase initial infrastructure for both Telemedicine System and Picture Archiving and Communication System (PACS). It is Unity's understanding that the term "PACS" will encompass all necessary IT needs to support teleradiology.
- v) Purchase, install and maintain DOC-approved time keeping system.

#### *C.3.31.2 Access Control*

Unity shall ensure that DOC in-house and contract technical staff have access to areas of the CDF and CTF medical units, in accordance with District and Federal laws related to health privacy.

Unity acknowledges that DOC will control access to all systems and applications housed within the CDF, CTF, and CCCs. Unity also understands that DOC is responsible for allowing appropriate and timely access to systems and applications that Unity staff will need to perform their duties under this contract. Unity is aware that violation of DOC's e-mail and internet policies by an employee may result in restricted access for that employee.

#### *C.3.32 Medical Management Information Systems (MMIS)*

##### *C.3.32.1 Information Technology Management*

Unity will rely on information provided by DOC regarding maintaining system documentation and procedures. Unity will work with DOC to develop appropriate and consistent system procedures, including the development and implementation of a disaster recovery plan, proper procedures for back-up, data storage, and security, and maintaining updated virus protection software. All hardware maintenance contracts for equipment owned by DOC will maintain DOC listed as the owner.

##### *C.3.32.2 Software Annual Support Agreements*

Unity will purchase and maintain annual support and licensing agreements for MMIS, with DOC listed as the owner. Unity will include the cost of these agreements in the Pricing Proposal for this contract.

##### *C.3.32.3 MMIS Development*

It is Unity's understanding that this contract will include sufficient funds to support four (4) sub-contracted personnel to provide twenty-four (24) hour, seven (7) days a week operational support to this contract. These individuals will be skilled in the area of network engineering, data base

administration, and data analysis to provide decision support to DOC with respect to the medical services provided through this contract. Under this assumption, Unity will enter into a service agreement with a qualified subcontractor who will be responsible for developing an MMIS system at CDF in accordance with the following objectives:

*C.3.32.3.1 Wireless Access*

Through a service agreement, real-time secure wireless data collection and patient records access during all phases of clinical observation and treatment within the CTF and CDF will be made available.

*C.3.32.3.2 Automated Medical Record*

Through a service agreement, an automated medical record to integrate all relevant patient information in accordance with applicable medical and legal standards will be developed and implemented.

*C.3.32.3.3 Enhanced Reporting Capabilities*

Through a service agreement, enhanced reporting capabilities to provide data for administrative reporting and clinical evaluation and monitoring of Comprehensive Health Services will be developed.

*C.3.32.3.4 Interface between MMIS and JACCS*

Through a service agreement, an automated real-time interface between the MMIS and the Jail and Community Corrections System (JACCS) will be developed.

*C.3.32.3.5 Interface between MMIS and Pharmacy System*

Through a service agreement, an interface between the MMIS and the pharmacy system will be developed. It is also Unity's understanding the same service agreement will develop an interface between the MMIS and the laboratory reporting system referenced in Section 3.17.3.

*C.3.32.3.6 Hardware Replacement*

Unity will maintain a 4-year hardware replacement schedule to keep computer workstations and other hardware in good working condition.

*C.3.32.3.7 Maintenance Contracts*

Unity will be responsible for procuring maintenance contracts that provide 24 hours/day, 7 days/week coverage for hardware.

*C.3.32.3.8 Compliance with DOC Information Management System Policies*

Unity will comply with DOC Information Management System standards and policies.

*C.3.32.4 MMIS Technical Staffing*

Unity will hire one full-time computer analyst/application specialist, with clinical expertise, to be the MMIS Trainer. In cooperation with DOC and the IT subcontractor, the computer analyst's duties shall include but not be limited to the following:



- (1) Application documentation
- (2) Hardware and software maintenance and replacement plans
- (3) Testing and acceptance procedures for new implementations
- (4) Maintenance and management of specialized medical applications
- (5) Training of Unity medical staff in the use of software applications as well as developing training plans
- (6) Continued support for enhancements of clinical input screens, both current and new, to include the design and redesign.
- (7) Data assurance and data integrity
- (8) Local database design and implementation to augment information requirements beyond current application capabilities
- (9) Interface with other applications as well as interfaces with JACCS
- (10) Database reports
- (11) Help desk software application response and support
- (12) HIPAA administrative requirements as well as overall HIPAA requirements
- (13) Maintaining software license and warranty agreements as well as software support agreements
- (14) Assist with and develop system policy and procedures.

#### C.3.32.5 Equipment

Unity will make a reasonable effort to ensure that MMIS hardware and software utilized for this contract shall interface with existing DOC MMIS, as it relates to the service provided under this contract.

#### **Proposed Start-Up/Transition Plan**

Unity recognizes the importance of a smooth transition and a well-planned start-up period to ensure that comprehensive health care services for inmates in the DOC facilities are not interrupted or delayed. The Table below depicts our Transition Plan in order to achieve our goal of having comprehensive health care services provided by Unity starting on October 1, 2006.

OBJECTIVE	ACTIVITY
Provide Comprehensive Health Care Services.	Develop standards of care and policies and procedures that reflect compliance with ACA Standards for Health Services, the NCCHC Standards for Health Services, and relevant standards of the American Medical Association and HRSA.
	Appoint or recruit and hire leadership staff to include the CEO, CMO, Chief Clinical Officer Health Care Administrator, Associate Medical Director for Mental Health.

	Recruit, hire, orientate and train qualified staff to comply with staffing plan.
	Assign all staff to their appropriate areas of service delivery upon official access of the DOC facility.
Provide and/or make available sub-specialty services, hospitalization and laboratory services for all inmates in need of such services.	Develop a subcontract agreement with Health Right, Inc. to include all specialty care, hospitalization and laboratory services as stated within the contract.
	Ensure all hospitals are JCAHO Accredited.
	Monitor and evaluate all subspecialty services, hospital and laboratory agreements to ensure we are in compliance with the contract.
Procure all supplies, printed materials and minor equipment to ensure that services can operate sufficiently.	Develop a running inventory list of all supplies needed to support the operation of the services.
	Purchase all items within 5 days of the contract's startup.
	Store supplies appropriately until Unity is afforded official access to DOC's medical facilities.
	Develop, approve and print all clinical and administrative forms and/or office materials to support the delivery of care.
Evaluate/Report on progress of the contract.	Review the Performance Metrics and Measurement Tools set forth by the contract to determine whether it is achievable.
	Revise and/or redevelop a reporting tool that Unity and DOC/Unity both agree upon.
	Begin implementation of the reporting process by the start of the contract.

### Identification of Proposed Subcontractors and Work to be Provided

#### *Health Right, Inc.*

Health Right, Inc. (Health Right) is a managed care organization (MCO) duly licensed in the District. Health Right is unique because it is majority-owned by Unity. Under this contract, Health Right will be responsible for specialty care and hospital services, laboratory services (except CLIA-waived tests to be performed on-site), and durable medical equipment. Health Right possesses the experience, qualifications, licenses, and expertise to provide quality services.

Health Right participates in the District Medicaid Managed Care Program providing high quality health services to the Medicaid population. Health Right's comprehensive health benefits include dental/vision services, primary care visits, specialists' visits, inpatient hospitalizations,

Unity Health Care, Inc.

Technical Proposal

Community Oriented Correctional Health Care

CC0042

prescription benefits, and transportation as well as coordinated outreach and health education activities. Due to its affiliation with Unity, Health Right emphasizes continuity of care for members who lose their Medicaid eligibility. Enrollees are still able to receive care at Unity. Health Right's model focuses on primary care services for all of its members across their life span, with a strong emphasis placed on preventive services and health promotion.

Health Right's comprehensive specialty network includes nine hospitals and over 800 specialty physicians. Health Right has extensive experience in negotiating rates with hospitals, specialists, and other health care entities. As a Medicaid MCO, it has had prior responsibility for managing the inpatient care of TANF recipients. In addition, as one of only two managed care entities managing the Alliance population as a result of the changes in the D.C. Healthcare Alliance, Health Right's capacity to negotiate competitive rates, oversee the quality of care and manage patient admissions and discharges is well recognized by the District's Department of Health and by the Medical Assistance Administration.

Health Right's information system capabilities can be broadly categorized into three functional aspects: (1) claims processing, (2) reporting/data analysis, and (3) monitoring. All three components when taken in sum total constitute an integrated business information and data system, which allow staff to comply with District Medicaid contract standards and fulfill specified duties as it relates to the operation of a health plan. This system is electronically based in a networked PC environment, and utilizes various software packages to supplement and/or support the functional aspects. In general, the various components that make up Health Right's integrated data system allow for the transformation of 'raw' data into useable information for the purposes of both analysis and decision-making.

### **Monitoring and Evaluation Plan for Subcontractors**

Unity shall monitor the performance of all subcontractors as set forth in the scope of services. This includes assessing the subcontractor's performance with respect to the quality of the services delivered and their ability to deliver services according to the deadlines established in the specific subcontracts. Unity shall assign the Chief of Quality Improvement and the Chief Financial Officer and the Contract Administrator to monitor the subcontractors. They will review all written policies and procedures applicable to the project, review all reports, conduct site inspections, perform fiscal compliance reviews and hold periodic conferences with the subcontractor to assess their performance in meeting the requirements of the contract. Unity will also monitor performance by identifying all service deficiencies. If deficiencies are identified, the subcontractor will develop a remediation plan to correct the deficiencies and submit it to Unity within 30 days.

### **Approach to Quality Assurance**

Unity currently has procedures and systems in place to ensure quality assurance. These policies and procedures will be modified, as appropriate, to reflect any new or different services provided under this contract. However, the model will remain the same. Under the direction of the Chief of Quality Improvement, monitoring, evaluation, and quality assurance activities will be conducted at the DOC facilities as they do at all of Unity's sites.

Unity's quality assurance program is monitored at the practitioner level and at the client population level. At the practitioner level, data are collected, monitored, and evaluated through the peer review process. At the client population level, data on services performed and outcomes achieved are monitored through collection and analysis of overall client population data. The aggregation and analysis of data against internal and external benchmarks will be on-going, systematic, and at the appropriate frequency to provide for analysis and intervention as needed.

Unity currently has an established Peer Review Program that reviews the quality and appropriateness of the clinical services provided to patients. It consists of an ongoing cycle of practitioners reviewing other practitioner's patient care. This program will be continued and expanded for services at DOC facilities to include:

1. Sick call;
2. Infirmary admissions;
3. Hospitalization referrals;
4. Specialty referrals;
5. Prescribing patterns;
6. Ancillary service utilization;
7. Infectious Disease;
8. Primary Care Health Services; and
9. Mortality & morbidity.

Peer Review data will be collected weekly and reported quarterly and incorporated into the ongoing Quality Improvement efforts and annual performance appraisal process.

Monthly reporting of performance metrics to DOC will provide information internally for Unity to use as quality assurance. These monthly reports will be monitored closely by the Health Care Administrator to identify deficiencies as well as successes. If a deficiency is identified, a plan for corrective action will be developed and implemented to address it. Successes that are identified will be shared with DOC and with Unity staff internally. Successes in one area may be used as models to spread to other areas.

### **Approach to Quality Improvement**

Unity's Quality Improvement (QI) Department provides a formal process for continuous quality improvement, which will be continued and expanded to include the services under this contract at CDF, CTF, and CCCs. Unity has a Chief of Quality Improvement who is responsible for oversight of all QI projects, evaluation, and reporting. The initial focus of the department was on clinical issues; however, current goals also include administrative areas. Through this formal system-wide QI process, Unity promotes quality improvement activities at every site, documents the provision of quality health care to our patients, and, in order to implement improvement strategies, identifies areas that are not functioning optimally. The present scope of overall QI covers provider patient care and satisfaction, risk management, provider credentialing, clinical forms, as well as incident and complaint reporting. Administrative and financial departments

have recently been introduced to the quality improvement concept and will be developing their own QI plans and projects.

Unity's Board of Directors remains continually involved in QI planning and oversight through the Quality Improvement Committee. The entire Board reviews and approves the QI plan annually. A Unity-wide Quality Improvement Team, consisting of members from various sites, levels, and departments, develops activities and work plans. As the QI process expands, individual departments and sites will initiate their own committees to work on specific issues. Results from site- or department- specific projects will be disseminated through the QI team and Unity's Senior Leadership Team.

The intent of Unity's Quality Improvement Program is to design, plan, and implement a comprehensive, organization-wide, systematic, integrated quality improvement program to insure all patients receive appropriate, timely treatment, care and services. The overarching goal of the Quality Improvement Program is to continually monitor and improve the quality of care and service delivered to patients and clients. The program objectives are to:

- a. Identify clinical and service quality issues, and develop and implement improvement plans.
- b. Share the results of quality improvement initiatives to stimulate awareness and change.
- c. Empower all employees to identify quality improvement opportunities, and to work together to implement changes that improve the quality of their work, their satisfaction, and customer satisfaction.
- d. Provide access and available quality care throughout the system.
- e. Create an environment affording patients, staff and administrators to identify and manage risks to safety.
- f. Establish parameters for quality care.
- g. Monitor that patients with comparable needs receive the same standard of care, treatment and services independent of location.
- h. Improve the quality of care and services to meet recognized standards and guidelines.
- i. Prevent adverse events and/or outcomes.
- j. Monitor over and under utilization of services, and access to services to assure appropriate care.
- k. Investigate and resolve member and provider service issues in a timely manner.
- l. Establish accurate quality improvement data to ensure program integrity.
- m. Annually review the effectiveness of the Quality Improvement Program and utilize the results to plan future initiatives.

The scope of the program will include the use of clinical and administrative markers that measure Unity's performance over time for general and specific populations. The elements of the scope will encompass indicators that will monitor important and/or problem prone aspects of care, high risk, high volume, and will include, but not necessarily be limited to:

- a. Operations
  - i. Access and availability of care



- ii. Utilization
- b. Financial stability
- c. Clinical outcomes
  - i. Prevention
  - ii. Appropriateness of care
  - iii. Effectiveness of disease specific treatment(s)
- d. Contractual requirements
- e. Satisfaction Surveys
- f. Sentinel events
- g. Others as required

The DOC facilities will be considered another Unity site under the QI Program. Therefore, they will form a Health Center QI Team. The Health Center or Departmental QI Teams meet monthly, review the data for the Unity wide QI indicators, the Health Center or Department specific QI indicators, surveys, and other relevant QI data. The Team is responsible for taking appropriate action using the Plan, Do, Check and Act (P.D.C.A.) process cycle. Minutes of the meeting will be documented and forwarded with appropriate supporting documents to the Quality Improvement Department monthly to be reviewed at the next scheduled Unity Quality Improvement Committee meeting.

#### **Approach regarding Utilization Management**

Consistent with Health Right's experience in the managed care industry, and based on the requirements of their current contract with the Medical Assistance Administration (MAA), Health Right has the experience and expertise to comply with all of the requirements identified in this subsection. As indicated earlier, there will be a licensed practitioner placed in the hospital(s) to serve as the coordinator of care, and the point of contact for tracking of inmate patients. Health Right will be responsible for utilization management and related reporting.

In order to review/improve standards and promote epidemiological outcomes Health Right has:

##### *1. Established standards and indices of performance*

In establishing standards of performance, Health Right has provided a firm foundation for the pursuit of excellence by declaring its intent to pursue accreditation by the National Committee for Quality Assurance (NCQA), which has developed performance standards and measurements called HEDIS (Health Plan Employer Data and Information Set).

The NCQA has established more than 50 rigorous standards in the following areas: quality management and improvement, utilization management, credentialing and recredentialing, member rights and responsibilities, preventive health services, and medical records. When evaluating objective measures, HEDIS looks at effectiveness of care, such as immunization rates and the percentage of low birth weight babies. They review access and availability, for example, what percentage of children receives primary care? They examine the use of services, such as the frequency of selected procedures. Lastly, they analyze the cost of care by evaluating rate trends.

##### *2. Developed a pliable network in order to enhance access and availability.*

Health care delivery systems can determine the number of primary care physicians and specialists they need, the best location for facilities, the most convenient office hours, and the optimal approach to scheduling based on the science of access and availability. Therefore, Health Right utilizes Geo-Access mapping software that matches member population by zip code with a list of health care providers, showing how convenient a particular provider/facility would be to a specific member.

### *3. Instituted practice guidelines*

Health Right has adopted and instituted practice guidelines that have been developed by nationally respected professional societies and non-profit organizations, as well as health-related divisions of the federal government. These practice guidelines, or algorithms, provide a framework of appropriate treatments and services for patients who fall into certain categories by clinical condition or diagnosis. Guidelines are reviewed by network experts and participant providers to allow for some local or regional modification and then disseminated throughout provider networks. Implementing clinical guidelines has been supported by using clinical leadership endorsement, tying clinical guidelines to utilization management, and building disease management programming.

### *4. Pushed for outcomes measurement*

Health Right has sought to measure outcomes to better understand the value of dollars spent. To accomplish this goal, data warehousing has been initiated, and applied to health care information. This provides the plan with the ability to assess and provide report cards on its performance compared to peers and offered remarkable opportunities in quality improvement.

## **Innovative or Distinctive Approaches to Management of Correctional Health Care Programs**

The Community Oriented Correctional Health Care Services approach to management and provision of correctional health care is unique and significant. This approach integrates community and correctional health to form a continuum of care that clients can access regardless of incarceration. Unity's model views inmates as community residents who are temporarily displaced. Through the community-correctional health care continuum, Unity will have the opportunity to identify and case manage inmates with chronic and communicable diseases. Most importantly, upon discharge, the inmates will be directly connected with community health resources. Many inmates, particularly those with chronic or mental illnesses, will have an appointment with an assigned practitioner with whom they are familiar, upon release to ensure follow-up and continuity of care.

Within the community-oriented approach, Unity's model contains some innovative and distinctive strategies for the management and provision of health services to the DOC inmate population. Some of these innovations include:

- 1) Use of Telemedicine
- 2) Immediate Triaging
- 3) Initial Screening by a Registered Nurse
- 4) Discharge Planning Begins Upon Entry

- 5) Appointments Made Upon Release
- 6) Medical Staff Familiar with Community Health Resources
- 7) Primary Care Providers Practice in DOC Facilities and in Community
- 8) On-site Infirmary

These unique aspects of our model benefit the inmates, the community, DOC, and the District. Telemedicine, using the on-site infirmary rather than sending inmates back and forth to the hospital, and conducting initial screenings by licensed nursing staff will reduce costs. The continuity of care provided through primary care providers in the DOC facilities and in the community and the discharge planning process will improve health outcomes for inmates. Improving the health status of members of our community and residents of the District will save money in future health care costs to the District. Unity expects this model to be replicated based on the successes in cost-efficiency and health care quality.

### **Proposed IT Systems to be Utilized**

Unity intends to use DOC's MMIS for services within the DOC facilities. Contingent upon DOC upgrading Logician to the most recent version, Unity intends to utilize that particular system. Unity also expects that interfaces will be developed and implemented between Logician and JACCS, Logician and Mediware, Unity's pharmacy system, and Logician and the laboratory reporting system. These interfaces are critical to Unity's ability to provide the most efficient and effective Comprehensive Health Care Services within DOC facilities. Once implemented by DOC, Unity will utilize these interfaces to access information faster and more easily in order to serve the inmates better.

Unity's community health centers utilize the AS400 system to collect and store patient information. Unity's IT Department has been in communication with DOC's IT Department regarding potential methods for integration or simultaneous use (dual entry) so that data can be shared. We will continue to work diligently to create a reasonable and feasible solution. Unity's IT Department will cooperate with DOC's IT Department so that we can reach our common goal for necessary data sharing, in accordance with District and Federal Law.

### **B. Technical Capacity**

#### *Description of Corporate Management Team*

Unity has established a management structure to improve efficiency in such a large and broad organization. The medical and operations oversight responsibilities are divided between the Chief Medical Officer (CMO) and the Chief Operating Officer (COO). Along with the Deputy Chief Executive Officer (DCEO), who also serves as the Corporate Compliance Officer, the CMO and the COO report directly to the Chief Executive Officer (CEO). An Associate Medical Director (AMD), reporting directly to the CMO, supports medical oversight activities Unity-wide. Unity also has a Chief of Quality Improvement (CQI) who reports directly to the CEO and the CMO.

On the operations side, the COO directly oversees the Chief Clinical Officer (CCO), Chief Financial Officer (CFO), Chief Planning and Grants Management Officer (CPGMO), Chief

Development and Marketing Officer (CDMO), the Chief of Human Resources (CHR) and the Director of Construction and Major Renovation Projects. Additionally, the position of Chief Information Officer (CIO), which is currently filled on an interim basis, has assumed responsibility for projects related to information technology infrastructure and the selection and implementation of new patient management and electronic medical records systems.

Unity's Senior Leadership Team is the core decision-making committee. The team now includes twelve members: CEO, DCEO, CMO, AMD, CQI, COO, CCO, CFO, CIO, CHR, CPGMO, and CDMO. During monthly meetings, the Senior Leadership Team discusses important issues affecting Unity and provides updates on progress toward overall goals.

#### *Principal Leadership Team for DOC Facilities*

Unity will provide appropriate principal leadership staff to lead and oversee this new venture. As Unity understands, the principal leadership staff will, at a minimum, include the following positions (or their equivalent, which may have a different title under Unity's Human Resources Department): a medical director, mental health director, health care administrator, and director of nursing. The current Unity employees who will comprise the Principal Leadership team at this time are: Vincent Keane, Chief Executive Officer (CEO); A. Janelle Goetcheus, M.D., Chief Medical Officer (CMO), Robert Keisling, M.D., Associate Medical Director of Mental Health Services; Kerri Gerald, R.N., Health Care Administrator and Zerita Hudson, R.N., Director of Nursing.

All of the Principle Leadership Staff have extensive experience working in the community and providing primary care and/or mental health services within the District of Columbia. Together, our CEO, Vincent Keane, and our CMO, Dr. Janelle Goetcheus, have forty years of continuous experience serving the District's low-income and homeless individuals and families. Dr. Goetcheus is the founding member of Unity Health Care, Inc. and has a wealth of experience dealing with the patients in the community as well as patients who have returned from incarceration. Our Health Care Administrator, Kerri Gerald, has extensive experience in the Department of Corrections Facilities within the District of Columbia. Dr. Keisling has worked for many years at the District of Columbia Department of Mental Health. In that role he worked both at EPRD (Emergency Psychiatric Response Division) and also at the John Howard Pavilion. In these capacities he has served many patients who have entered and exited the correctional facilities system. Ms. Hudson has extensive inpatient and ambulatory care nursing experience as well as management experience.

#### Organizational Structure

The organization has provided programmatic and administrative reporting on all funding levels. Our well-trained, multi-cultural, bilingual staff is particularly skilled at addressing the complex needs of the populations we serve. We have established extensive and effective referral and service relationships with a wide range of specialty health, social service and mental health providers that dramatically enhance our ability to provide comprehensive care for our patients. These community-based collaborations and partnerships give us the capacity to meet the needs of our patients that far exceeds what federal funds alone would make possible. Administratively, we have developed and implemented strong evaluation/quality assurance systems to facilitate the review and ensure delivery of quality primary health care. Our financial management system can



track and report on multiple funding sources and expenditures linked to specific grant programs. We have received unqualified audits each year that we have administered federal and local government grant programs.

#### *Organizational Overview*

Unity employs over 100 medical providers who are qualified and highly motivated to work in underserved communities. The clinical staff is diverse – racially, ethnically, and culturally. Approximately 20% of our full-time providers are bi- or multilingual in languages appropriate to our patient population. This is especially important at the Upper Cardozo and Walker-Jones Health Centers, which serve immigrant communities.

Unity, as an organization, and many senior staff have been working with and for underserved populations in the District since 1985. The strong relationships with communities and health care organizations in the District, including the Department of Health, place Unity in a unique position. We have the ability to listen to the communities' needs, and respond appropriately. Through the Alliance, we are an important partner in decision-making regarding the health of District residents.

#### *History and Status as an FQHC*

Unity, originally called the Health Care for the Homeless Project (HCHP), was founded in 1985. In 1987, HCHP became a federally funded program under Section 330 of the Public Service Act, spurring an expansion from three locations to 10 medical sites, including mobile services. In 1990, we opened the District's first full-service health center for homeless families. In 1991, Unity received its first Ryan White Title III(b) grant to provide HIV early intervention and primary medical care services to homeless people affected by HIV/AIDS. In 1995, we expanded services to include individuals and families at-risk for homelessness or living in poverty conditions. In that same year, Unity opened a health center in Woodland Terrace, one of the District's public housing communities well known for drug trafficking and violence.

In January 1996, the BPHC asked HCHP to become the emergency grantee for the Section 330(e) Community Health Center program in the District because the prior grantee was no longer capable of administering the program. To prevent the closure of two major health centers, HCHP accepted the challenge and assumed control of the Upper Cardozo and East of the River Health Centers, setting in motion the integration of Section 330(h) and 330(e) programs at HCHP. We have successfully managed both federally funded programs ever since. In 1997, the Board of Directors decided to change our name to Unity Health Care, Inc. to reflect the broadened nature and mission of the organization. Unity added a school-based health center at Eastern High School to the Section 330(e) program in 2000.

In early 2001, Unity again responded to a crisis in the District's health care safety net structure. The fate of health care for thousands of uninsured and underserved residents of the District was thrown into serious question when the PBC, which managed the District's community system, declared bankruptcy. Unity stepped in to ensure that health care for the homeless and uninsured would continue. As a member of the Alliance (a District-funded partnership that also includes Greater Southeast Community Hospital, George Washington University Hospital, Children's National Medical Center, and Chartered Health Plan), we assumed control of six neighborhood



health centers. At the same time, we assumed management of the Phoenix Center, an HIV/AIDS primary care specialty clinic and the pharmacy for Alliance patients, both formerly managed by the PBC.

As a partnership with the Department of Health's APRA, Project Orion began as a mobile medical and outreach program in 2001. Project Orion staff members provide free confidential services to the District of Columbia's hard-to-reach populations. Project Orion provides education and counseling services for substance abuse, treatment intake and HIV/AIDS services.

Since the beginning of 2003, we have opened three new health centers to meet the needs of our communities. The First Street Health Center, which is co-located at the APRA's central intake unit, was established to provide primary medical care services to individuals with addiction and substance abuse disorders. Adding the Brentwood Square Health Center to the Unity organization, which was facing closure due to financial difficulties, further demonstrates our commitment to the underserved communities of the District. Unity Southeast, the latest addition to the Unity network, is located on the campus of Greater Southeast Community Hospital. In addition to offering primary care services, the on-site practitioner follows Unity patients admitted to Greater Southeast, and links them with follow-up care at their medical home. Hospitalized patients who do not have a medical home are linked with a health center near their residence for follow-up and continuing primary care. Through this discharge planning process, Unity provides comprehensive and timely follow-up care, resulting in improved recovery and health outcomes. With the addition of these programs, Unity now operates 25 sites and two mobile units.

#### Proposed Staffing Plan

In the tables provided below, Unity's proposed staffing plan is outlined. We expect there may be minor changes to the plan, based on our experiences once the contract begins and to reflect changing needs. Each table below includes a list of staff positions and how many full-time equivalents (FTEs) will be necessary to provide services during the day, evening, and night shifts on weekdays and weekends. The tables include information on the following staffing patterns:

- 1) *Administrative Staffing*: These staff members will be responsible for administrative, managerial, and oversight duties. They will provide for the smooth operations of comprehensive health care services, including but not limited to quality improvement, coordination of referrals, intake, and other services, and management and training of staff and schedules.
- 2) *Support Staffing*: The support staff members include clinical and clinical support staff for radiology, specialty, dental, and hospital services. Additionally, pharmacy staff are included in this table. The pharmacy staff will be responsible for staffing the on-site pharmacy and preparing the blister packs of medication for dispensing to the inmates. The Health Information Management System (HIMS) staff includes medical records staff and transcriptionists. These staff will support the data entry needs associated with transitioning Unity practitioners to the use of electronic medical records, as well as entering data from paper sources. Staffing for the CCCs includes the clinical staff

necessary to provide services. Two staff members for IT support and liaison responsibilities with the subcontractor are included as well.

- 3) *CTF Staffing*: CTF Staffing includes 24 hours/day, 7 days/week coverage for the infirmary. It also includes primary care practitioners and clinical support staff for Primary Care Health Services and Sick Call. Mental health staffing has been included for treatment of the general population at CTF. Lastly, licensed nursing staff are included for purposes of medication distribution.
- 4) *CDF Staffing*: Staffing at the CDF includes licensed nursing and MA staffing for intake in R&D. In the 3<sup>rd</sup> floor medical unit, we have proposed clinical staffing for full physical exams for incoming inmates as well as urgent care coverage. For Primary Care Health Services and sick call, practitioners are staffed for unit coverage. Coverage for 24 hours/day, 7 days/week for the inpatient mental health units is included in the staffing. Furthermore, mental health staffing has been included for general population services. As with the CTF staffing, licensed nursing staff will be assigned to conduct medication distribution. In this particular table, the weekend FTEs for intake, urgent care, and sick call have been included at the bottom, since some of their duties can be combined.

#### *Administrative Staff*

Position	Full-Time Equivalents (FTEs)
Health Care Administrator	1.0
Administrative Assistant	1.5
Deputy Associate Medical Director	0.5
Associate Medical Director	1.0
Administrative Assistant	0.5
Clinical Training/Staff Development Specialist	1.0
Intake Coordinator	1.0
Director of Nursing	1.0
Nurse Manager	2.0
Quality Improvement/UR Analyst	1.0
Infection Control/OSHA Specialist	0.5
Administrative Assistant	1.0
Director of Special Needs	1.0
Referral Coordinator	1.0
Mental Health Coordinator	1.0
Procurement Clerk	1.0
Total Administrative Staff:	16.0

## Support Staffing

	Weekday Staffing FTEs			Weekend Staffing FTEs		
	<u>Day</u>	<u>Evening</u>	<u>Night</u>	<u>Day</u>	<u>Evening</u>	<u>Night</u>
<b>Radiology</b>						
Radiology Technician	1.00	1.00	0.20	0.50	0.50	0.10
<b>Pharmacy</b>						
Pharmacy Supervisor	1.00					
Pharmacist	2.00	1.00	1.00	2.00	1.00	
Pharmacy Technicians	4.00	5.00	2.00	4.00	5.00	
<b>Specialty Services</b>						
Specialty RN	1.00					
Specialty MA	1.00					
Dietician	0.25					
<b>HIMS</b>						
HIMS Supv	1.00					
HIMS Clerk	2.00	2.00				
Unit Clerk	1.00	2.00				
Transcriptionist	3.00					
Transportation	2.00					
<b>IT</b>						
IT Coordinator/Manager	1.00					
IT Technical Support	1.00					
<b>Dental Services</b>						
Lead Dentist	1.00					
Dentists	3.00					
Dental Hygienists	1.00					
Dental Assistants	4.00					
<b>Community Correctional Centers</b>						
Physician	1.00					
FNP	1.00					
RN	3.00					
MA	2.00					
<b>Hospitalist</b>						
Physician	0.50			1.00		
FNP	1.00					
<b>TOTAL SUPPORT</b>	<b>38.75</b>	<b>11.00</b>	<b>3.20</b>	<b>7.50</b>	<b>6.50</b>	<b>0.10</b>

000053

# CTF Staffing

	Weekday Staffing FTEs			Weekend Staffing FTEs		
	<u>Day</u>	<u>Evening</u>	<u>Night</u>	<u>Day</u>	<u>Evening</u>	<u>Night</u>
<b>Infirmary</b>						
Physician	0.50	-	-	0.50	-	-
NP	2.00	1.00	1.00	2.00	1.00	1.00
RN	2.00	2.00	1.00	2.00	2.00	1.00
Charge RN	1.00	1.00	1.00	1.00	1.00	1.00
LPN	3.00	3.00	2.00	3.00	3.00	2.00
MA/CNA	-	-	1.00	-	-	1.00
<b>Continuity/Sick Call</b>						
Physician	2.00	-	-			
RN	4.00	-				
MA	2.00	-				
<b>Outpatient Mental Health Services</b>						
Psychiatrist	1.00					
LICSW	1.00					
Discharge Planners	2.50					
<b>Medication Distribution</b>						
LPN	4.00	4.00		4.00	4.00	
<b>TOTAL CTF Staffing</b>						
	25.00	11.00	6.00	12.50	11.00	6.00

CDF Staffing

	Weekday Staffing FTEs			Weekend Staffing FTEs		
	Day	Evening	Night	Day	Evening	Night
<b>R&amp;D</b>						
RN	1.00	2.00	-			
MA	3.00	4.00	-			
<b>Third Floor Medical Unit</b>						
MD	2.00	3.00	1.00			
NP	-	2.00	-			
RN	1.00	1.00	-			
Charge RN	1.00	1.00	1.00			
Wound Care LPN	1.00					
MA	3.00	2.00	-			
<b>Unit Coverage</b>						
NP	3.00					
RN	6.00					
<b>Pharmacy</b>						
LPN	3.00	3.00				
<b>General Pop Mental Health Services</b>						
Psychiatrist	2.00					
LICSW	2.00					
Case Managers/Discharge (5dy/wk)	2.00					
<b>Mental Health South 3 (80 Bed)</b>						
Psychiatrist	0.75	-		0.75	-	
LICSW	1.20			1.20		
RN (Psych)	1.20	1.20	0.80	1.20	1.20	0.80
LPN (meds)	0.80	0.80	0.80	0.80	0.80	0.80
Case Managers/Discharge Planners	2.00	1.20		2.00	1.20	
<b>Mental Health South 1 (20 Bed)</b>						
Psychiatrist	0.25			0.25		
LICSW	0.30			0.30		
RN (Psych)	0.30	0.30	0.20	0.30	0.30	0.20
LPN (meds)	0.20	0.20	0.20	0.20	0.20	0.20
Case Managers/Discharge Planners	1.00	0.30		1.00	0.30	
<b>Weekend</b>						
MD				1.00	1.50	1.00
RN				1.00	2.00	-
Charge RN				1.00	1.00	1.00
Wound Care LPN				1.00		
MA				1.50	2.00	
LPN (meds)				3.00	3.00	
Pharm Techs				2.00		
<b>TOTAL CDF Staffing</b>	<b>38.00</b>	<b>22.00</b>	<b>4.00</b>	<b>18.50</b>	<b>13.50</b>	<b>4.00</b>



### Description of Key Positions/Personnel

Unity will provide appropriate principal leadership staff to lead and oversee this new venture. As Unity understands, the principal leadership staff will, at a minimum, include the following positions (or their equivalent, which may have a different title under Unity's Human Resources Department): a medical director, mental health director, health care administrator, and director of nursing. The current Unity employees who will comprise the Principal Leadership team at this time are: Vincent Keane, Chief Executive Officer (CEO); A. Janelle Goetcheus, M.D., Chief Medical Officer (CMO), Robert Keisling, M.D., Associate Medical Director of Mental Health Services; Kerri Gerald, R.N., Health Care Administrator and Zerita Hudson, R.N., Director of Nursing.

All of the Principle Leadership Staff have extensive experience working in the community and providing primary care and/or mental health services within the District of Columbia. Together, our CEO, Vincent Keane, and our CMO, Dr. Janelle Goetcheus, have forty years of continuous experience serving the District's low-income and homeless individuals and families. Dr. Goetcheus is the founding member of Unity Health Care, Inc. and has a wealth of experience dealing with the patients in the community as well as patients who have returned from incarceration. Our Health Care Administrator, Kerri Gerald, has extensive experience in the Department of Corrections Facilities within the District of Columbia. Dr. Keisling has worked for many years at the District of Columbia Department of Mental Health. In that role he worked both at EPRD (Emergency Psychiatric Response Division) and also at the John Howard Pavilion. In these capacities he has served many patients who have entered and exited the correctional facilities system. Ms. Hudson has extensive inpatient and ambulatory care nursing experience as well as management experience.

Please see Attachments for Job Descriptions and Personnel Resumes and Licenses. As part of Unity's oversight for this contract and program, other personnel referenced include:

- CFO, Ardell Butler
- AMD, Dr. Aysha Corbett
- AMD, Dr. Diana Lapp

### Approach to Receiving Accreditations, Credentialing, and Training Staff

#### *Accreditations*

Unity will cooperate with DOC to maintain the health care-related component of ACA accreditation at CTF. We will cooperate with DOC to obtain the health care-related component of ACA accreditation at CDF. In cooperation with DOC, Unity will work with DOC to create and implement a work plan to maintain the health care-related component of ACA accreditation at CTF and obtain the health care-related component of ACA accreditation at CDF.

#### *Credentialing*

Unity has contracted with Health Right, Inc. to provide all credentialing and privileging functions for Unity practitioners (physicians, nurse practitioners, physician assistants, and licensed clinical social workers). This agreement will extend to Unity practitioners providing services under this contract. Based on current policies and procedures, Unity's Human Resources

Department maintains updated files on all providers and monitors the credentialing and privileging internally. Unity's Human Resources Department will internally credential licensed non-provider staff, including RNs and LPNs.

#### *Staff Training*

Unity's Human Resources Department will be responsible for conducting Unity-specific orientations to familiarize employees with Unity's policies and procedures. The general orientation lasts two days. In addition, clinical staff have an additional two or three day (depending on the level) training during which they are oriented to patient flow, procedures, forms, and systems necessary for them to perform their duties. For Unity employees who will work at DOC facilities, this additional clinical training component will be conducted on-site so the employees can learn about the specific processes and systems that are in place.

All Unity employees who will work at the CDF and/or CTF will undergo the mandatory 40-hour corrections orientation. Additionally, each employee continuing work in those facilities will undergo the 40-hour corrections in-service training annually.

Unity may provide other staff development or training opportunities for employees off-site. These include, but are not limited to, required Continuing Medical Education (CME) or Continuing Education Units (CEUs) for clinical staff. Periodic in-service trainings may also be provided on-site for Unity staff as continuing education and staff development.

### **C. Previous Experience/Past Performance**

#### *Description of Past Provision of Similar Services*

##### *Experience Working with Correctional Populations*

Our twenty years of experience working with hard-to reach populations, including inmates and ex-offenders is extensive. We have served clients returning from Federal prisons and local jails within our community health centers and homeless sites. Our services were centralized in 2004 when we were funded through the Department of Health and Human Services, Health Resources and Services Administration to implement an extensive discharge planning program within the Federal Bureau of Prisons' halfway house facilities within the District.

Unity has staff at the executive, management, medical provider and frontline service levels who have years of experience in serving clients returning from the correctional setting. Over the last two years Unity has worked to provide for discharge planning services for health services for clients that are returning from custody of the Federal Bureau of Prisons through our Reentry Outreach Care Center (ROCC) program. During the planning, implementation, and ongoing evaluation of our services, we have developed strong relationships with correctional organizations. In 2005, Unity providers saw 5,122 ex-offenders through the ROCC program in the halfway houses.

Since 2004, Unity has also been assisting with medical discharge planning for inmates being released from the District's jail facilities. Unity staff members have been successful in provided needed services, linking clients to care, and maintaining them in care. Unity's discharge planning

services include (but are not limited to) the following: 1) a general health assessment including a patient flow sheet, medical history, nutritional assessment; 2) assessment of medication and treatment needs upon release; 3) direct risk behavior reduction and safer sex education services to clients; 4) direct referrals to Unity Health Centers for general health maintenance upon release; 5) direct referrals to Unity Social Services for follow-up assistance and case management services, including housing and food assistance; 6) entitlements assessment and application assistance, including Medicaid, Medicare, ADAP, and DC Healthcare Alliance; and 7) development of a transitional discharge plan.

#### *Organizational Accomplishments and Experience*

Maintaining quality care for underserved communities in the dynamic health care environment of the District and the country for 20 years is a significant accomplishment. We are proud to be a significant and strong component of the District's health care delivery system. Through the years, we have demonstrated dedication to protecting and preserving the District's health care safety net by accepting challenge after challenge to take on management of health centers in crisis and address the health care needs of our target population.

#### *Prior Experience and Expertise*

In response to populations in need of primary care and social services, we have steadily expanded our services to cover different populations, including children and families, substance users, HIV-positive patients, jail and prison inmates, and elderly homebound patients. Our health centers and staff are known and trusted in all of these communities. Our experience working with hard-to-reach populations is extensive. However, Unity continues to strive for improvement and more effective ways to reach out to people and meet their health care and social services needs.

A review of Unity's organizational history provides a good description of our extensive prior experience in meeting the needs of homeless and uninsured patients. Essentially, we have been the only primary health care provider serving the homeless in the District for almost 20 years. Since 1996, we have been a Section 330(e) community health center grantee and have been managing that expanding program successfully ever since. We have worked hard to establish a wide range of effective collaborations and partnerships with community-based providers to offer holistic health care services to homeless and uninsured patients. Our ability to improve health care in the District by becoming a partner, and by networking and collaborating with the city and with other organizations, has become a very successful national model for providing care to the underserved.

#### *Responsive Service Delivery Model*

As the needs of the communities we serve change, Unity responds. In the past year, Unity has made changes in the service delivery model to meet particular needs. For the most part, the changes have led to the addition of programs and services, such as expanded hours, implementation of the Advanced Access model, new collaborations, and new service locations for our homeless mobile medical unit. Each of these service delivery model changes is described below:

#### *ROCC Program Implementation*

In late 2004, Unity implemented the Reentry Outreach Care Center (ROCC) program, funded through an Expanded Medical Capacity grant, to link recently released Federal Bureau of Prisons inmates with primary care services. Recently released inmates are often at higher risk for having or contracting HIV/AIDS, Hepatitis C, and other infectious diseases. Many former inmates, particularly those who spent time in Federal prisons in other states, do not have a medical home for primary care. Discharge planning provided at halfway houses has allowed us to link clients with a source for primary care and other wraparound services, such as case management, upon re-entry. In the last reporting period, January – June 2005, the ROCC program served 1,900 users through 2,800 encounters.

#### *Upper Cardozo Extended Hours*

To respond to the increasing need for services during regular and non-traditional hours, Unity proposed, and was awarded an Expanded Medical Capacity grant, to extend primary care hours and increase regular hours capacity at Upper Cardozo Health Center, our largest site. The extended hours, which begin this Summer (2005), are Monday evenings, Wednesday mornings (the health center is regularly open on Wednesday evenings), and Saturdays. Our institutional approach, which extends to Upper Cardozo, focuses on ensuring that our programs are accessible, of high quality, culturally appropriate, and responsive to the needs of our patients.

#### *Hepatitis C Initiative*

Hepatitis C is a growing epidemic in the District of Columbia. The overall purposes of Unity's Hepatitis C Initiative (HCI), which is funded through Federal Appropriations to the District, are to decrease exposure to Hepatitis C within at-risk populations, including substance users, homeless persons, and men who have sex with men, and increase awareness and knowledge of Hepatitis C among District residents. These goals are being achieved through the following objectives in the first year of the project: screening, treatment adherence, community awareness, staff training, needs assessment, and community mobilization/media campaign. In addition to linking clients with primary care, the synergy between the HCI and ROCC programs and staff has resulted in increased outreach and education to at-risk populations.

#### *Advanced Access*

Along with the program and site changes, Unity continued to implement the Advanced Access model at three more sites in 2005. This brings the total number of sites utilizing the access improvement approach to four. Advanced Access, or Open Access, is a same-day or next-day appointment system, which makes primary care services more readily accessible and more patient-friendly. This approach to prevent backups and reduce the number of no-shows has had a positive impact on productivity and on patient satisfaction.

#### *Oral Health Care Services*

Unity provides on-site oral health care services to children and adults in seven of our community health centers. The Dental Department works closely with pediatricians and other child health



care practitioners to promote oral health screenings during well-child visits and encourages parents to schedule a dental visit for their child before the child is one year old.

Oral disease, including periodontal or gum disease, has been linked to medical conditions, including pre-term and low birth weight babies, diabetes, and cardiovascular diseases, all of which disproportionately impact low income minorities. Oral complications associated with HIV infection must also be carefully monitored. One dental provider for example, conducts weekly screenings at the CCNV homeless site and the Phoenix Center. Patients who present oral health problems in these examinations have the opportunity of being followed by this same dental provider at Unity's Southwest Health Center.

#### *Mental Health Care and Substance Abuse Services*

Mental health services are integrated into the primary care continuum and are provided on-site at most Unity locations, and are available by referral, at all sites. Unity psychiatrists and social workers help patients with chronic and acute behavioral health issues.

As previously stated, substance abuse counseling is available on-site and in the community through our Project Orion mobile outreach vehicle. In addition to Project Orion, Unity refers to and works closely with the Clean and Sober Street Program at the CCNV shelter, and treatment programs at both Blair and Emery Shelters, and at Central Union Mission. Inpatient substance abuse treatment is provided by the District Department of Health's Addiction Prevention and Recovery Administration. We also have an arrangement for a reserved placement in the District's Detoxification program; thus, clients can be referred directly from Project Orion to detox.

#### Three Client References

Jonathan Alston, Senior Grants Management Specialist  
Department of Grants Management  
District of Columbia Department of Health  
Administration for HIV Policies and Programs  
64 New York Avenue, NW, 5<sup>th</sup> Floor  
Washington, DC  
(202) 671-4937  
Available hours: 8:30 a.m. 4:30 p.m.  
[jonathan.alston@dc.gov](mailto:jonathan.alston@dc.gov)

Unity has three grant agreements (Ryan White Title I, Ryan White Title II and District Appropriated Funding) with the D.C. Department of Health's Administration for HIV Policies and Programs. These grants support HIV/AIDS services rendered to persons living with HIV/AIDS who receive services within our health centers. We have been recipient of funding through this agency since the early 1990's.

Kevin Shipman, Manager of Special Population  
District of Columbia Department of Health  
Addiction Prevention and Recovery Administration



1300 First Street, NW  
Washington, DC 20003  
(202) 727-8941  
[kevin.shipman@dc.gov](mailto:kevin.shipman@dc.gov)

Unity has a sub-grant agreement with the D.C. Department of Health's Addiction Prevention and Recovery Administration since calendar year 2001 to managed and operate a mobile medical outreach unit (Project Orion) to identify substance abusers and link them to treatment and primary care services.

Gloria Clark  
WIC Manager  
WIC State Agency  
District of Columbia Department of Health  
3720 Martin Luther King Jr. Avenue, SE  
Washington, DC  
(202) 645-5662  
[Gloria.clark@dc.gov](mailto:Gloria.clark@dc.gov)

Unity has had a grant agreement with the D.C. Department of Health's Women, Infant and Children (WIC) State Agency since early 1996. The grant funding supports nutritional services for expectant mothers, and mothers with children between the ages of birth to 5 years of age.

#### Settled/Pending Litigation

In the past year, Unity has not entered into any settlements of litigation above nuisance value.

Pending litigation against Unity consists of the follow claims or suits:

Emanuel Graham v. Unity Health Care, Inc. Small Claims Court of the Superior Court of the District of Columbia, No. SC 06SC(1)2929

Sonia E. Carrillo v. Unity Health Care, Superior Court of the District of Columbia, Civil Action No. 05-9718

#### Claim of Yebalework Ewnetu

The claimant is represented by Jack Olender and Associates, P.C. and is claiming that the administration of INH (Isoniazid) therapy because of a positive PPD caused hepatitis and cirrhosis of the liver. Unity contends that these conditions pre-existed the administration of the medication. The case has been referred to the Department of Health and Human Services since it should be covered under the Federal Tort Claims Act.

Lorraine Dotson, EEOC Charge of Discrimination, No. 570-2006-00062.

# Contract Section K

C00062

# Attachment J. 3

## Equal Opportunity Information

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS  
OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

Vincent A. Keane, Chief Executive Officer (202) 518-6409  
\_\_\_\_\_  
\_\_\_\_\_

**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The offeror, by checking the applicable box, represents that

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of: \_\_\_\_\_  
☐ an individual,  
☐ a partnership,  
☒ a nonprofit organization, or  
☐ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- ☐ an individual,  
☐ a joint venture, or  
☐ a corporation registered for business in \_\_\_\_\_  
(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror Unity Health Care, Inc. Date 5-9-06

Name Vincent A. Keane Title Chief Executive Officer

Signature 

Offeror ☒ has \_\_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ☒ has \_\_\_\_\_ has not filed all required compliance





#### K.4 BUY AMERICAN CERTIFICATION

EXCLUDED END PRODUCTS	COUNTRY OF ORIGIN
-----------------------	-------------------

## K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

X No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

## K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;



- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

**Vincent A. Keane, Chief Executive Officer**

*(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);*

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

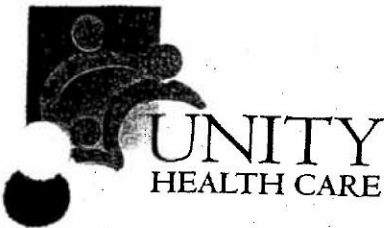
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.4.

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3020 14th St. N.W. • Washington D.C. 20009

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

Unity Health Care, Inc. SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.

Unity Health Care, Inc. AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OF COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

Unity Health Care, Inc. AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

Unity Health Care, Inc. SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

Unity Health Care, Inc. AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

Unity Health Care, Inc. AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

Unity Health Care, Inc. SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Vincent A. Keane, Chief Executive Officer  
AUTHORIZED OFFICIAL AND TITLE

Vincent A. Keane  
AUTHORIZED SIGNATURE

Unity Health Care, Inc.  
FIRM/ORGANIZATION NAME

05/03/2006  
DATE

000067





UNITY  
HEALTH CARE

3020 14th St. N.W. • Washington D.C. 20009

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYORS ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, Vincent A. Keane, THE AUTHORIZED REPRESENTATIVE OF  
Unity Health Care, Inc. HEREINAFTER REFERRED TO AS "THE  
CONTRACTOR," CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF  
MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S  
ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY  
COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING  
RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED  
BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD  
OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE  
CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

Unity Health Care, Inc.  
CONTRACTOR

Vincent A. Keane  
NAME

Vincent A. Keane  
SIGNATURE

Chief Executive Officer  
TITLE

DCFL-2006-R-6001  
CONTRACT NUMBER

05/03/2006  
DATE

# EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DC Office of Contracting and Procurement  
Employer Information Report (EEO)

Reply to:  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700 South  
Washington, DC 20001

**Instructions:**

Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement.  
One copy shall be retained by the Contractor.

## Section A - TYPE OF REPORT

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

Single Establishment Employer

(1) ☐ Single-establishment Employer Report

Multi-establishment Employer:

(2) ☒ Consolidated Report

(3) ☐ Headquarters Report

(4) ☐ Individual Establishment Report (submit one for each establishment with 25 or more employees)

(5) ☐ Special Report

1. Total number of reports being filed by this Company. \_\_\_\_\_

## Section B - COMPANY IDENTIFICATION (To be answered by all employers)

OFFICIAL  
USE  
ONLY

1. Name of Company which owns or controls the establishment for which this report is filed  
Unity Health Care, Inc.

a.

Address (Number and street)  
3020 14<sup>th</sup> St. NW

City or Town  
Washington

Country  
U.S.A.

State  
DC

Zip Code  
20009

b.

b. Employer  
Identification No.

2. Establishment for which this report is filed.

OFFICIAL  
USE  
ONLY

a. Name of establishment

c.

Address (Number and street)

City or Town

Country

State

Zip Code

d.

b. Employer Identification No.

3. Parent of affiliated Company

a. Name of parent or affiliated Company

b. Employer Identification No.

Address (Number and Street)

City or Town

Country

State

Zip Code

## Section C - ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year?

X Yes ☐ No ☐ Did not report ☐ Report on combined  
last year basis

2. Is the major business activity at this establishment the same

as that reported last year? X Yes ☐ No  
☐ No report last year ☐ Reported on combined basis

OFFICIAL  
USE  
ONLY

2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.)

e.

3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).

☐ Yes X No

R(a)(b) <sup>3</sup>

000069

## SUBCONTRACT SUMMARY FORM

BID NO.: \_\_\_\_\_ CCB NUMBER: \_\_\_\_\_ of \_\_\_\_\_ pages

AMOUNT OF PRIME CONTRACT: \$ \_\_\_\_\_  
 AMOUNT OF ALL SUBCONTRACTS: \$ \_\_\_\_\_ equals  
 \_\_\_\_\_% OF THE PRIME CONTRACT.

WARD NO.:\_\_\_\_\_

LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT

1. NAME OF SUBCONTRACTOR		1. IS THIS A "MINORITY SUB?"	1. \$ AMOUNT OF SUBCONTRACT
2. ADDRESS		____ YES ____ NO	equals( = )
3. CONTACT PERSON		2. TRADE OR BUSINESS PRODUCT	2. _____% (percent) OF TOTAL
4. MBOC CERT. NO.		THAT SUB WILL PROVIDE.	PRIME CONTRACT.
1. _____	5. _____	1. MINORITY SUBCONTRACTOR	1. \$ _____
2. _____		____ YES ____ NO	equals( = )
3. _____		2. _____	2. _____%
4. _____	5. _____	1. MINORITY SUBCONTRACTOR	1. \$ _____
1. _____		____ YES ____ NO	equals( = )
2. _____		2. _____	2. _____%
3. _____		1. MINORITY SUBCONTRACTOR	1. \$ _____
4. _____	5. _____	____ YES ____ NO	equals( = )
1. _____		2. _____	2. _____%
2. _____		1. MINORITY SUBCONTRACTOR	1. \$ _____
3. _____		____ YES ____ NO	equals( = )
4. _____	5. _____	2. _____	2. _____%
1. _____		1. MINORITY SUBCONTRACTOR	1. \$ _____
2. _____		____ YES ____ NO	equals( = )
3. _____		2. _____	2. _____%
4. _____	5. _____	1. MINORITY SUBCONTRACTOR	1. \$ _____
1. _____		____ YES ____ NO	equals( = )
2. _____		2. _____	2. _____%
3. _____		1. MINORITY SUBCONTRACTOR	1. \$ _____
4. _____	5. _____	____ YES ____ NO	equals( = )
1. _____		2. _____	2. _____%
2. _____		1. MINORITY SUBCONTRACTOR	1. \$ _____
3. _____		____ YES ____ NO	equals( = )
4. _____	5. _____	2. _____	2. _____%
1. _____		1. MINORITY SUBCONTRACTOR	1. \$ _____
2. _____		____ YES ____ NO	equals( = )
3. _____		2. _____	2. _____%
4. _____	5. _____	1. MINORITY SUBCONTRACTOR	1. \$ _____
1. _____		____ YES ____ NO	equals( = )
2. _____		2. _____	2. _____%
3. _____		1. MINORITY SUBCONTRACTOR	1. \$ _____
4. _____	5. _____	____ YES ____ NO	equals( = )
1. _____		2. _____	2. _____%
2. _____		1. MINORITY SUBCONTRACTOR	1. \$ _____
3. _____		____ YES ____ NO	equals( = )
4. _____	5. _____	2. _____	2. _____%
1. _____		1. MINORITY SUBCONTRACTOR	1. \$ _____
2. _____		____ YES ____ NO	equals( = )
3. _____		2. _____	2. _____%
4. _____	5. _____	1. MINORITY SUBCONTRACTOR	1. \$ _____
1. _____		____ YES ____ NO	equals( = )
2. _____		2. _____	2. _____%
3. _____		1. MINORITY SUBCONTRACTOR	1. \$ _____
4. _____	5. _____	____ YES ____ NO	equals( = )
1. _____		2. _____	2. _____%

PERCENT OF PRIME CONTRACT. \_\_\_\_\_%

000071

**District of Columbia Register**  
**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

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**ADMINISTRATIVE ISSUANCE SYSTEM**

**SUBJECT:** Compliance with Equal Opportunity Obligations in Contracts

**ORIGINATING AGENCY:** Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by Section 422 of the District of Columbia self-government and Government Reorganization Act of 1973 as amended, D.C. Code section 1-242 (1981-Ed.), it is hereby ORDERED that Commissioner's Order No. 73-51, dated February 28, 1973, is hereby rescinded and reissued in its entirety to read as follows:

1. Establishment of Policy: There is established a policy of the District of Columbia Government to:
  - (a) provide equal opportunity in employment for all persons with respect to any contract by and with the Government of the District of Columbia.
  - (b) prohibit discrimination in employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;
  - (c) provide equal opportunity to all persons for participation in all District of Columbia Government contracts, including but not limited to lease agreements, Industrial Revenue Bond financing, and Urban Development Action grants;
  - (d) provide equal opportunity to minority business enterprises in the performance of District of Columbia Government contracts in accordance with Mayor's Orders, District of Columbia laws, and rules and regulations promulgated by the Minority Business Opportunity Commission; and
  - (e) promote the full realization of equal employment through affirmative, continuing programs by contractors and subcontractors in the performance of contracts with the District of Columbia Government.
2. Delegation of Authority: The Director of the Office of Human Rights (hereinafter "Director") is delegated the authority vested in the Mayor to implement the provisions of this order as set forth herein, and any rules, regulations, guidelines, and procedures adopted pursuant thereto.
3. Responsibilities: The Director of the Office of Human Rights shall be responsible for establishing and ensuring agency compliance with the policy set forth in this Order, any rules, regulations, and procedures that may be adopted by the Office of Human Rights pursuant to this Order, and any other equal opportunity provisions as may be added as a part of any contract.
4. Powers and Duties: The Director of the Office of Human Rights shall have the following powers and duties:
  - (a) to establish standards and procedures by which contractors and subcontractors who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;
  - (b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of

this Order, keep the contracting agency informed of all actions taken, and act through the contracting agency to the extent appropriate and practicable;

- (c) to examine the employment practices of any District of Columbia Government contractor or subcontractor, or initiate the examination by the appropriate contracting agency to determine whether or not the contractual provisions specified in any rules and regulations adopted pursuant to this Order have been violated, and notify the contracting agency of any action taken or recommended;
- (d) to monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Programs of their contractors to the Office of Human Rights for approval, to ensure compliance with the equal opportunity obligations in contracts;
- (e) to use his or her best efforts to cause any labor union engaged in work under District of Columbia Government contracts, any referral, recruiting or training agency, or any other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate in and to comply with the implementation of the purposes of this Order;
- (f) to notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State, or District, laws;
- (g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;
- (h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any contractor further District of Columbia Government contractors shall be issued without affording the contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any contractor further District of Columbia Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;
- (i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

5. Duties of Contracting Agencies: Each contracting agency shall have the following duties:

- (a) the initial responsibility for ensuring that contractors and subcontractors are in compliance with any rules, regulations, and procedures promulgated pursuant to this Order;
- (b) to examine the employment practices of contractors and subcontractors in accordance with procedures established by the Office of Human Rights, and report any compliance action to the Director of the Office of Human Rights;
- (c) to comply with the terms of this Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance; and
- (d) to secure compliance with any rules, regulations, and procedures promulgated pursuant to this Order before or after the execution of a contract by methods, of conference, conciliation and persuasion. No enforcement proceedings shall be initiated, nor shall a contract be cancelled or terminated in whole or in part, unless such methods have first been attempted.

6. Procedures: The procedures to be followed in implementing this Order shall be those set forth in



Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.

7. Severability: If any section, subsection, sentence, clause, phrase, or portion of the provisions in this Order is for any reason declared by any court of competent jurisdiction to be invalid or unconstitutional, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this order.
8. Effective Date: This Order shall become effective immediately.

Signed by Anthony Williams.  
Mayor

ATTEST: Signed by Clifton B. Smith  
Secretary of the District of Columbia

## OFFICE OF HUMAN RIGHTS

### NOTICE OF FINAL RULEMAKING

The Director of the Office of Human Rights hereby gives notice of the adoption of the following final rules governing standards and procedures for equal employment opportunity applicable to contractors and subcontractors under District of Columbia Government Contracts. Notice of Proposed Rulemaking was published for public comment in the D.C. Register on April 11, 1986 at 33 DCR 2243. Based on some the comments received and upon further review by the Office of Human Rights, minor revisions were made in the rules at the following subsections: 1104.1, 1104.2, 1104.4, 1104.13, 1104.17(e) (5), 1104.28, 1107.1, 1199.1, and at page 15 the definition of minority was written out in addition to citing its D.C. Code. None of the revisions change the intent of the proposed final rules. Final action to adopt these final rules was taken on August 4, 1986, and will be effective upon publication of this notice in the Register.

#### CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS

##### 1100.□ PURPOSE

1100.1 These rules shall govern standards and procedures to be followed by contractors and subcontractors performing under District of Columbia Government contracts for goods and services, including construction contracts, for the purpose of assuring equal employment opportunity for minorities and women.

1100.2 These rules establish requirements for contractors and subcontractors regarding their commitment to observe specific standards for the employment of minorities and women and to achieve affirmative action obligations under District of Columbia contracts. These rules are not intended nor shall be used to discriminate against any qualified applicant for employment or employee.

##### 1101 SCOPE

1101.1 Except as hereinafter exempted, the provisions of this chapter shall apply to all District of Columbia Government contracts subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant to that Mayor's Order.

##### 1102 COVERAGE

1102.1 The provisions of this chapter shall govern the processing of any matter before the Office Human Rights involving the following:

- (a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government contractor; and
- (b) Achievement of affirmative action obligations under District of Columbia contracts.

##### 1103 CONTRACT PROVISIONS

1103.1 Each contract for goods and services, including construction contracts, except construction subcontracts for standard commercial supplies or raw materials, shall include as express contractual provisions the language contained in subsections 1103.2 through 1103.10.

1103.2 The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

- 1103.3 The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:
- (a) Employment, upgrading, or transfer;
  - (b) Recruitment or recruitment advertising;
  - (c) Demotion, layoff, or termination;
  - (d) Rates of pay, or other forms of compensation; and
  - (e) Selection for training and apprenticeship.
- 1103.4 The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and affirmative action.
- 1103.5 The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection 1103.2
- 1103.6 The contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1103.7 The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors, books, records, and accounts for such purposes.
- 1103.8 The contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director, or any authorized official.
- 1103.9 The prime contractor shall include in every subcontract the equal opportunity clauses, subsections 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- 1103.10 The prime contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.
- 1104 AFFIRMATIVE ACTION PROGRAM
- 1104.1 Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars (\$25,000) or more, and each contractor covered under subsection 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the contractor in the performance of the contract.

- 1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars (\$10,000) or more, and each contractor covered under subsection 1105.2, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.
- 1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following commitments:
- (a) With respect to construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and submit a personnel utilization schedule for all the trades the contractor is to utilize, indicating the actual numbers of minority and female workers that are expected to be a part of the workforce performing under the contract; and
  - (b) With respect to non-construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities which have a significant relationship to the performance of work under the contract.
- 1104.4 If the experience of the contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:
- (a) Notify the District of Columbia Department of Employment Services and at least two (2) minority and two (2) female referral organizations of the contractor's personnel needs, and request referral of minority and female workers; and
  - (b) Notify any minority and female workers who have been listed with the contractors as awaiting vacancies.
- 1104.5 If, within five (5) working days prior to commencement of work, the contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.
- 1104.6 The contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the contractor has met its minority and female employment commitments.
- 1104.7 If the contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.
- 1104.8 No contractor shall refuse employment to any individual who has minimal facility to speak English except where the contractor can demonstrate that the facility to speak English is necessary for the performance of the job.

- 1104.9 No union with which the contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such contractor.
- 1104.10 To the extent that contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those contractors shall not be considered to be in compliance with this chapter.
- 1104.11 The obligations of the contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.
- 1104.12 When any contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the contractor shall notify the appropriate union of that person's employment.
- 1104.13 The contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the contractor may have with any labor organization.
- 1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the contractor's Affirmative Action Program, the contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.
- 1104.15 In any proceeding involving a disagreement between a labor organization and the contractor over the implementation of the contractor's Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.
- 1104.16 In determining whether or not a contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:
- (a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;
  - (b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries within the District of Columbia;
  - (c) The number and ratio of unemployed minorities and women to total unemployment in the District of Columbia;
  - (d) The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the contractor's workforce;
  - (e) The effectiveness of existing training programs in the area, including the number who complete training, the length and extent of training, employer experience with trainees, and the need for additional or expanded training programs; and
  - (f) The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.
- 1104.17 The contractor's commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good faith effort to meet



those standards. If the contractor has failed to meet the standards, a determination of "good faith" shall be based upon the contractor's documented equal opportunity efforts to broaden its equal employment program which shall include, but may not necessarily be limited to, the following requirements:

- (a) The contractor shall notify the community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses;
- (b) The contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each referred worker. If that worker was not sent to the union hiring hall for referral or if the worker was not employed by the contractor, the contractor's file shall be documented and the reasons therefore;
- (c) The contractor shall notify the Contracting Agency and the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority or female worker originally sent to the union by the contractor for union registration, or the contractor has other information that the union referral process has impeded the contractor's efforts to meet its goals;
- (d) The contractor shall participate in training programs related to its personnel needs;
- (e) The contractor shall disseminate its EEO policy internally by doing the following:
  - (1) Including it in any organizational manual;
  - (2) Publicizing it in company newspapers, annual report, etc.;
  - (3) Conducting staff, employee, and union representatives meetings to explain and discuss the policy;
  - (4) Posting; and
  - (5) Reviewing the policy with minority and female employees.
- (f) The contractor shall disseminate its EEO policy externally by doing the following:
  - (1) Informing and discussing it with all recruitment sources;
  - (2) Advertising in news media, specifically including news media directed to minorities and women;
  - (3) Notifying and discussing it with all known minority and women's organizations; and
  - (4) Notifying and discussing it with all subcontractors and suppliers.

1104.18 The contractor shall make specific recruitment efforts, both written and oral, directed at all minority and women's training organizations within the contractor's recruitment area.

1104.19 The contractor shall encourage present employees to assist in the recruitment of minorities and women for employment.

1104.20 The contractor shall validate all qualifications, selection requirements, and tests in accordance with the guidelines of the Equal Employment Opportunity Commission.

- 1104.21 The contractor shall make good faith efforts to provide after school, summer and vacation employment to minority youths and young women.
- 1104.22 The contractor shall develop on-the-job training opportunities, and participate and assist in any association or employer group training programs relevant to the contractor's employee needs.
- 1104.23 The contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities.
- 1104.24 The contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect on minorities and women.
- 1104.25 The contractor shall make certain that all facilities and company activities are nonsegregated.
- 1104.26 The contractor shall continually monitor all personnel activities to ensure that its EEO policy is being carried out.
- 1104.27 The contractor may utilize minority banking facilities as depositories for funds which may be involved, directly or indirectly, in the performance of the contract.
- 1104.28 The contractor shall employ minority and female workers without respect to union membership in sufficient numbers to meet the minority and female employment standards, if the experience of the contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority and female employment standards.
- 1104.29 The contractor shall ensure that all of its employees as well as those of its subcontractors are made knowledgeable about the contractor's equal opportunity policy.
- 1104.30 [Reserved]
- 1104.31 Each contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractors, the standards, as applicable, which are required under this chapter.
- 1104.32 Whenever a contractor subcontracts a portion of the work in any trade, craft or skill it shall include in the subcontract, its commitment made under this chapter, as applicable, which shall be adopted by its subcontractors who shall be bound thereby and by the regulations of this chapter to the full extent as if it were the prime contractor.
- 1104.33 The prime contractor shall give notice to the Director and the Contracting Agency of any refusal or failure of any subcontractor to fulfill its obligations under this chapter.
- 1104.34 Failure of compliance by any subcontractor shall be treated in the same manner as a failure by the prime contractor.
- 1105 EXEMPTIONS
- 1105.1 Prospective construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars (\$25,000); provided, that when a construction contractor accumulates contracts amounting to twenty-five thousand dollars (\$25,000) or more within a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1105.2 Prospective non-construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars (\$10,000); provided, that when

a non-construction contractor accumulates contracts amounting to ten thousand dollars (\$10,00) or more during a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

1106 NONRESPONSIBLE CONTRACTORS

1106.1 If a bidder or offeror fails either to submit a complete and satisfactory Affirmative Action Program or to submit a revised Affirmative Action Program that meets the approval of the Director, as required pursuant to this chapter, the Director may direct the Contracting Officer to declare the bidder or offeror to be nonresponsible and ineligible for award of the contract.

1106.2 Any untimely submission of an Affirmative Action Program may, upon order of the Director, be rejected by the Contracting Officer.

1106.3 In no case shall there be any negotiation over the provision of specific utilization standards submitted by the bidder or offeror after the opening of bids or receipt of offer and prior to award.

1106.4 If any directive or order relating to nonresponsibility is issued under this section, the Director shall afford the bidder or offeror a reasonable opportunity to be heard in opposition to such action in accordance with subsection 1118.1, or in support of a request for waiver under section 1109.

1107 NOTICE OF COMPLIANCE

1107.1 Each Contracting Agency shall include, or require the contract bidder or offeror to include, in the invitation for bids or other solicitation used for a D.C. Government-involved contract, a notice stating that to be eligible for consideration, each bidder or offeror shall be required to comply with the provisions of this chapter for the trades, crafts and skills to be used during the term of the performance of the contract whether or not the work is subcontracted.

1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

1108.1 The minimum standards for the utilization of minorities in the District of Columbia Government construction contracts shall be forty-two percent (42%) in each trade for each project, and an aggregate workforce standard of six and nine-tenths percent (6.9%) for females in each project. Any changes in Federal standards pertaining to minority group and female employment in Federally-involved construction contracts shall be taken into consideration in any review of these requirements.

1108.2 The construction contractor's standards established in accordance with subsection 1108.1 shall express the contractor's commitment of the forty-two percent (42%) of minority personnel who will be working in each specified trade on each of the contractor's District of Columbia Government projects, and the aggregate standard of six and nine-tenths percent (6.9%) for the employment of females in each District of Columbia Government contract.

1108.3 The hours for minority and female workers shall be substantially uniform throughout the entire length of the construction contract for each trade used, to the effect that the same percentage of minority workers in the trades used shall be working throughout the length of work in each trade on each project, and the aggregate percentage in each project for females.

1108.4 The minimum standard for the utilization of minorities in non-construction contracts shall be twenty-five percent (25%) in each of the following nine (9) job categories:

(a) Officials and managers;

(b) Professionals;

- (c) Technicians;
- (d) Sales workers;
- (e) Office and clerical workers;
- (f) Craftpersons (Skilled);
- (g) Operative (Semi-skilled);
- (h) Laborers (Unskilled); and
- (i) Service workers.

1108.5 With respect to non-construction contracts the contractor's standards established in accordance with subsection 1108.4 shall express the contractor's commitment of the twenty-five percent (25%) of minority personnel who will be working in each specified craft or skill in each contract.

#### 1109 WAIVERS

1109.1 The Director may grant a waiver to a prospective contractor from the requirement to submit a set of minimum standards for the employment of minorities and women in a particular contract, if before the execution of the contract and approval of the Affirmative Action Program, the contractor can document and otherwise prove it is unable to meet the standards in the performance of the contract.

#### 1110 SOLICITATION OF CONTRACT

1110.1 Each solicitation for contract covered by section 1104 shall contain a statement that contractors shall comply with the minimum standards established pursuant to these rules for ensuring equal opportunity.

1110.2 The contract solicitation shall require that each bidder or offeror certify that it intends to meet the applicable minimum standards in section 1108 in order to be considered for the contract.

#### 1111 PRIOR TO EXECUTION OF CONTRACT

1111.1 Upon being designated the apparent low bidder or offeror, that contractor shall submit a detailed Affirmative Action Program that sets forth the following:

- (1) The composition of its current total workforce; and
- (2) The composition of the workforce by race, color, national origin, and sex to be used in the performance of the contract and that of all known subcontractors that will be utilized to perform the contract.

1111.2 The apparent low bidder or offeror shall submit an Affirmative Action Program in accordance with section 1104 describing the actions it will take to ensure compliance with this chapter which shall be subject, prior to the execution of any contract, to the approval of the Director.

1111.3 If the Office of Human Rights does not act within ten (10) working days after the receipt of the Affirmative Action Program sent for approval, the Contracting Agency may proceed on its own determination to execute the contract.

1111.4 The apparent low bidder or offeror shall submit an Affirmative Action Program within a period of time to specified by each Contracting Agency, but which shall not exceed ten (10) working days after becoming the apparent contractor.

1111.5 The apparent low bidder or offeror shall furnish all information and reports to the Contracting Agency as required by this chapter, and shall permit access to all books or records pertaining to its employment practices or worksites.

1111.6 No contract subject to section 1104 shall be executed by the Contracting Agency, if the apparent low bidder or offeror does not submit an Affirmative Action Program, or if the Program has been disapproved in writing by the Director.

1111.7 If there is disagreement between the contractor and the Contracting Officer as to the adequacy of the Affirmative Action Program, the matter shall be referred to the Director for a decision.

#### 1112 AFTER EXECUTION OF CONTRACT

1112.1 Each contractor shall maintain throughout the term of the contract the minimum standards for the employment of minorities and women, as set forth in the approved Affirmative Action Program.

1112.2 Each contractor shall require that each subcontractor, or vendor under the contract comply with the provision of the contract and the Affirmative Action Program.

1112.3 Each contractor shall furnish all information as required by this chapter, and permit access to all books and records pertaining to the contractor's employment practices and work sites by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter.

#### 1113 MONITORING AND EVALUATION

1113.1 The Director shall, from time to time, monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Program of their contractors, to ensure compliance with the equal opportunity obligations in contracts, as provided for in this chapter.

#### 1114 AFFIRMATIVE ACTION TRAINING PROGRAM

1114.1 Each contractor, in fulfilling its affirmative action responsibilities under a contract with the District of Columbia Government, shall be required to have, as part of its Affirmative Action Program, an existing training program for the purpose of training, upgrading, and promotion of minority and female employees or to utilize existing programs. Those programs shall include, but not be limited to, the following:

- (a) To be consistent with its personnel requirements, the contractor shall make full use of the applicable training programs, including apprenticeship, on-the job training, and skill refinement training for journeymen. Recruitment for the program shall be designed to provide for appropriate participation by minority group members and women;
- (b) The contractor may utilize a company-operated skill refinement training program. This program shall be formal and shall be responsive to the work to be performed under the contract;
- (c) The contractor may utilize formal private training institutions that have as their objective training and skill refinement appropriate to the classification of the workers employed. When training is provided by a private organization the following information shall be supplied:



- (1) The name of the organization;
- (2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the contract; and
- (3) The identity of the trades, and crafts or skills involved in the training.

1114.2 If the contractor relies, in whole or in part, upon unions as a source of its workforce, the contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.

1114.3 Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.

#### 1115 COMPLIANCE REVIEW

1115.1 The Director and the Contracting Agency shall review the contractor's employment practices during the performance of the Contract. Routine or special reviews of contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor's Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.

1115.2 A routine compliance review shall consist of a general review of the practices of the contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.

1115.3 A special compliance review shall consist of a comprehensive review of the employment practices of the contractor with respect to the requirements of this chapter, and shall be conducted when warranted.

#### 1116 ENFORCEMENT

1116.1 If the contractor does not comply with the equal opportunity clauses in a particular contract, including subsections 1103.2 through 1103.10 of this chapter, that contract may be cancelled in whole or in part, and the contractor may be declared by the Director or the Contracting Officer to be ineligible for further District of Columbia Government Contracts subject to applicable laws and regulations governing debarment.

1116.2 If the contractor meets its goals or if the contractor can demonstrate that it has made every good faith effort to meet those goals, the contractor will be presumed to be in compliance with this chapter, and no formal sanction shall be instituted unless the Director otherwise determines that the contractor is not providing equal employment opportunity.

1116.3 When the Director proceeds with a formal hearing she or he has the burden of proving that the contractor has not met the requirements of this chapter, but the contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this chapter.

1117 COMPLAINTS

1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.

1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.

1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.

1117.4 Any employee of any District of Columbia Government contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.

1118 HEARINGS

1118.1 In the event that a dispute arises between a bidder, offeror or prospective contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitted by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.

1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.

1118.3 The Director may hold a hearing on any complaint or violation under this chapter, and make determinations based on the facts brought before the hearing.

1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:

- (a) A convenient time and place of hearing;
- (b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and
- (c) A concise statement of the matters to be brought before the hearing.

1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

1119 SANCTIONS

1119.1 The Director, upon finding that a contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.

1119.2 Sanctions imposed by the Director may include the following:

- (a) Order that the contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the contractor has established and will maintain equal opportunity policies in compliance with this chapter; and
- (b) Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the contractor provides a program of future compliance satisfactory to the Director.

1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.

1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.

## 1120 NOTIFICATIONS

1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.

1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its judgement, considers appropriate based upon the facts thus disclosed to it.

1120.3 The Director may publish, or cause to be published, the names of contractors or unions which have been determined to have complied or have failed to comply with the provisions of the rules in this chapter.

## 1121 DISTRICT ASSISTED PROGRAMS

1121.1 Each agency which administers a program involving leasing of District of Columbia Government owned or controlled real property, or the financing of construction under industrial revenue bonds or urban development action grants, shall require as a condition for the approval of any agreement for leasing, bond issuance, or development action grant, that the applicant undertake and agree to incorporate, or cause to be incorporated into all construction contracts relating to or assisted by such agreements, the contract provisions prescribed for District of Columbia Government contracts by section 1103, preserving in substance the contractor's obligation under those provision.

## 1199 DEFINITIONS

The following words and phrases set forth in this section, when used in this chapter, shall have the following meanings ascribed:

**Contract** – any binding legal relationship between the District of Columbia and a contractor for supplies or services, including but not limited to any District of Columbia Government or District of Columbia Government assisted construction or project, lease agreements, Industrial Revenue Bond financing, and Urban Development Action grant, or for the lease of District of Columbia property in which the parties, respectively, do not stand in the relationship of employer and employee.

**Contracting Agency** – any department, agency, or establishment of the District of Columbia which is authorized to enter into contracts.

**Contracting Officer** – any official of a contracting agency who is vested with the authority to execute contracts on behalf of said agency.

**Contractor** – any prime contractor holding a contract with the District of Columbia Government. The term shall also refer to subcontractors when the context so indicates.

**Director** – the Director of the Office of Human Rights, or his or her designee.

**Dispute** – any protest received from a bidder or prospective contractor relating to the effectiveness of his or her proposed program of affirmative action for providing equal opportunity.

**Minority** – Black Americans, Native Americans, Asian Americans, Pacific Islander Americans, and Hispanic Americans. In accordance with D.C. Code, Section 1-1142(1) (Supp. 1985).

**Subcontract** – any agreement made or executed by a prime contractor or a subcontractor where a material part of the supplies or services, including construction, covered by an agreement is being obtained for use in the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures issued pursuant thereto.

**Subcontractor** – any contractor holding a contract with a District prime contractor calling for supplies or services, including construction, required for the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant thereto.

# Attachment J. 4

## Tax Certificate

### Affidavit



# TAX CERTIFICATION AFFIDAVIT

Date 05/03/2006

Name of Organization/Entity: Unity Health Care Inc

Address: 3020 14<sup>th</sup> St. N.W. Washington DC 20009

Principal Officers: Name Vincent A. Keane Soc. Sec. No. [REDACTED] Title Chief Executive Officer

Business Telephone No.: (202) 518-6409

Finance and Revenue Registration No.: 300000012694

Federal Identification No.: [REDACTED]

DUNS No.: 187144019 Contract No. DCFL-2006-R-6001

Unemployment Insurance Account No.: 048859

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

District:		Current	Not Current
Sales and Use	( X )	( )	
Employment Withholding	( X )	( )	
Hotel Occupancy	( )	( )	
Corporation Franchise	( )	( )	
Unincorporated Franchise	( )	( )	
Personal Property	( )	( )	
Professional License	( )	( )	
Arena/Public Safety Fee	( )	( )	
Vendor Fee	( )	( )	

3. If not current, as checked in item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue.  
☐ Yes ☐ No

Attach copy of the Agreement.

If outstanding liabilities exists and no agreement has been made, please attach a listing of all such liabilities.

The Department of Finance and Revenue also requires:

- (A) Copies of FR-532 (Notice of Registration) or a copy of an FR-500 (Combined Registration Form)
- (B) Copies of canceled checks for the last tax period(s) filed for each tax liability; i.e., sales and use, employer withholding, etc.

The District of Columbia Government is hereby authorized to verify the above information with appropriate Government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code sec. 22-2513.

Vincent A. Keane  
 Signature of Person Authorized to Sign This Document

Chief Executive Officer  
 Title

Vincent A. Keane  
 Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this 3<sup>rd</sup> day of May Month and Year 2006

Peggy A. Boley  
 Notary Public

My Commission Expires 07/14/2010

**Peggy A. Boley**  
 Notary Public, District of Columbia  
 My Commission Expires 7-14-2010

000090

# Attachment J.5 First Source Employment Agreement

## FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: DCFL-2006-R-6001

Contract Amount: \_\_\_\_\_

Project Name: Unity Health Care, Inc.

Project Address: 3020 14<sup>th</sup> St. N.W. Washington DC 20009 Ward: 1-8

Nonprofit Organization with 50 Employees or Less: (Yes) \_\_\_\_\_ (No) X

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and Unity Health Care, Inc., hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

### I. GENERAL TERMS

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

000092

- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.
- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156, as amended, are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

## II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

- B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

### III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

### IV. PLACEMENT

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.



## V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

## VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

## VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

## VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
  - 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

000095

3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.
- D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:
  1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
  2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
    - a. Material supporting a good faith effort to comply;
    - b. Referrals provided by DOES and other referral sources; and
    - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
  1. A good faith effort to comply is demonstrated by the contractor;
  2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudon, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.
- H. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the project be District residents.
- I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?  
YES ☐ NOX  
If yes, certification number: \_\_\_\_\_
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?  
☐ YES X NO  
If yes, D.C. Apprenticeship Council Registration Number: \_\_\_\_\_
- XI. Indicate whether your firm is a subcontractor on this project: ☐ YES X NO  
If yes, name of prime contractor: \_\_\_\_\_

Dated this 03 day of May 2006

\_\_\_\_\_  
Signature Dept. of Employment Services

  
Signature of Employer

Unity Health Care, Inc.  
Name of Company

3020 14<sup>th</sup> St. N.W. Washington DC 20009  
Address

(202) 518-6409  
Telephone

vkeane@unityhealthcare.org  
E-mail

000097

## EMPLOYMENT PLAN

NAME OF FIRM Unity Health Care, Inc.ADDRESS 3020 14<sup>th</sup> St. N.W. Washington DC 20009TELEPHONE NUMBER (202) 518-4455 FEDERAL IDENTIFICATION NO. [REDACTED]CONTACT PERSON Aaronissa Alleyne TITLE Chief of Human ResourcesE-mail: aalleyne@unityhealthcare.org TYPE OF BUSINESS: Non-Profit

ORIGINATING DISTRICT AGENCY \_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT \_\_\_\_\_ FUNDING AMOUNT \_\_\_\_\_

PROJECTED START DATE \_\_\_\_\_ PROJECT DURATION \_\_\_\_\_

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
Admin Asst.	3.00	TBD	N/A	10/01/06
AMD	1.00	TBD	N/A	10/01/06
Deputy MD	0.50	TBD	N/A	10/01/06
Health Services Admin.	1.00	TBD	N/A	10/01/06
Intake Coordinator	1.00	TBD	N/A	10/01/06
QI/UR	1.00	TBD	N/A	10/01/06
Clinical Trainer/Orient.	1.00	TBD	N/A	10/01/06
Inf. Cont/OSHA/QI	0.50	TBD	N/A	10/01/06
Mental Health Coord.	1.00	TBD	N/A	10/01/06
Director of Nursing	1.00	TBD	N/A	10/01/06

000098

Nurse Manager	2.00	TBD	N/A	10/01/06
Procurement Clerk	1.00	TBD	N/A	10/01/06
Referral Coordinator	1.00	TBD	N/A	10/01/06
Special Needs Dir.	1.00	TBD	N/A	10/01/06
Dental Assistants	4.00	TBD	N/A	10/01/06
Dental Hygienist	1.00	TBD	N/A	10/01/06
Lead Dentist	1.00	TBD	N/A	10/01/06
Dentists	3.00	TBD	N/A	10/01/06
Dietician	0.28	TBD	N/A	10/01/06
Unit Clerks	3.00	TBD	N/A	10/01/06
HIMS Clerk	4.00	TBD	N/A	10/01/06
HIMS Supv.	1.00	TBD	N/A	10/01/06
Transcriptionist	3.00	TBD	N/A	10/01/06
Transportation	2.00	TBD	N/A	10/01/06
IT Technician	4.00	TBD	N/A	10/01/06
Pharm Techs	17.18	TBD	N/A	10/01/06
Pharmacist	5.80	TBD	N/A	10/01/06
Pharmacy Supervisor	1.00	TBD	N/A	10/01/06
Case Managers/Discharge	8.30	TBD	N/A	10/01/06
Discharge Planners	2.50	TBD	N/A	10/01/06
LICSW	5.69	TBD	N/A	10/01/06
LPN	40.46	TBD	N/A	10/01/06
MA	22.08	TBD	N/A	10/01/06
MD	13.62	TBD	N/A	10/01/06
NP	14.3	TBD	N/A	10/01/06
Psychiatrist	4.99	TBD	N/A	10/01/06
Radiology Tech	2.94	TBD	N/A	10/01/06
Charge RN	9.37	TBD	N/A	10/01/06
RN	30.34	TBD	N/A	10/01/06
RN (Psych)	6.25	TBD	N/A	10/01/06

000099



First Source Employment Agreement - DCOCP-V20705

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Attachment J.6 Local  
Business  
Development  
Certificate for  
Health Right, Inc.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**LOCAL BUSINESS OPPORTUNITY COMMISSION**



May 26, 2005

Health Right, Inc.  
Patrina Fowler  
1101 14th Street, NW, Suite 900  
Washington, DC 20005

RE: L 04200725362

Dear Ms. Fowler:

The District of Columbia Local Business Opportunity Commission (LBOC) during its meeting on 04/12/2005, approved your application for Re-certification and registered your business enterprise in the Local, Small, and Disadvantaged Business Enterprise Program as promulgated by D.C. Act 12-268, the "Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Act of 1998". The business enterprise is duly registered by the Commission as a:

Business Service (Health Care Management Services, Health Care Facilities Management Services)  
Local Business Enterprise

**IMPORTANT NOTICE:**

**D.C. ACT 12-268 MANDATES THE FOLLOWING REQUIREMENTS FOR CERTIFIED BUSINESSES:**

This Certificate of Registration, pursuant to D.C. Act 12-268, section 5(c) will expire two (2) years from the effective date of approval. Your application for a re-certification must be submitted 180 days prior to your expiration date. There will be no other notification.

1. Your application for re-certification must be submitted 180 days prior to your expiration date. There will be no other notification.
2. Bidding in accordance with this act shall be limited to the above industry classification(s), and this letter must be attached to the front of the contractor's sealed.
3. All certified businesses must comply with Section 4(c) and/or 5 (d) of D.C. Act 12-268, which states in part:

(c) "The prime contractor shall perform at least fifty (50%) percent of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources...., fifty (50%) percent of the subcontracting effort excluding the cost of materials, goods and supplies shall be with certified local, disadvantaged, or small business enterprises."

(d) "For construction contracts of up to 1 million dollars (\$1,000,000), the prime contractor shall perform at least fifty (50%) percent of the on-site work with its own organization and resources..., fifty (50%) percent of the subcontracting effect excluding cost of materials, goods and supplies shall be with certified local or disadvantaged business enterprises."

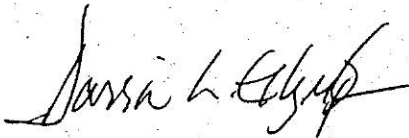
4. If there are any changes in your company or corporation, that may affect your eligibility, you must notify the Local Business Development Office within 30 days.

CERTIFICATION NUMBER:L 04200725362

DATE OF APPROVAL:04/12/2005

DATE OF EXPIRATION:04/12/2007

Sincerely,



Darrin L. Glymph, Esq.  
Chair

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# Personnel Resumes, Licenses, and References



# Job Descriptions



## Unity Health Care, Inc Job Description

**JOB TITLE:** Health Care Administrator

**FLSA:** Exempt

### **INTRODUCTION/POSITION SUMMARY**

The Health Care Administrator shall provide to Unity Health Care, Inc. comprehensive administrative, management and oversight services as specified below.

### **MAJOR DUTIES/ESSENTIAL FUNCTIONS:**

- Shall provide services at the Central Detention Facility (CDF), Correctional Treatment Facility, and the Community Correctional Centers and as otherwise directed
- Serve as the Administrator for Community Oriented Correctional Health Services.
- Develop and implement systems and procedures for the effective management and execution of all administrative policies and decisions
- Responsible for the maintenance of medical records, statistical reporting, public relations, fiscal management and personnel administration.
- Participate in management decisions and have a close working relationship with the Unity administration and direct contact with top management officials within the Department.
- Maintain personal contact with officials in various Federal, District, State and private health care agencies; key employees of the various area hospitals; staff members of area schools of Medicine and Dentistry; and staff representatives from District agencies having concern for the health care of departmental wards
- Work under the administrative direction of the Unity administration who relies on him/her to independently plan and execute a broad range of administrative programs within a general policy formwork.
- Receive direction in policy matters, and in an advisory role, shall contribute major input to the policy by which the work is bound. Work is reviewed through informal conferences and periodically submitted reports and is evaluated on the basis of adherence to policy, effectiveness and efficiency of programs.
- Demonstrate ability to develop more effective techniques for meeting Health Services' and the Community Oriented Correctional Health Care objectives
- Guided by publications of the Department; rules, regulations, policies and procedures of Health Services; United States and District of Columbia criminal and civil codes; a wide variety of publications, including textbooks and journals in the field of Hospital Administration; publications of the American Medical association; and the expressed views, opinions and philosophies of the UHC. The employee shall utilize independent professional judgment in the interpretation and application of these guidelines.
- Shall be responsible for planning, implementing, directing and controlling all aspects of administrative management of Comprehensive Health Services at the

Detention Facilities and CCCs. Develop communication mechanism between supervisory staff and personnel assigned in order to maintain good employee management relationships. Coordinates with Unity administrative office order to acquire necessary guidance, advice and services required by the program. Establishes necessary files and records, along with essential procedures in carrying out there responsibilities.

- Review and evaluate existing policies and procedures by means of recurring and special reports and studies with a view toward recommending remedial administrative action to attain the objectives of the program more effectively
- Assist on the inspection of the facility and operation, the level of need in terms of medical and dental equipment, materials and general supplies for the purpose of determining future requirements. Negotiate with appropriate specialists to determine what should be reasonable stock level to maintain, order and reorder procedures to ensure that the program's operational personnel will have the necessary items of equipment and materials on hand for ht continuity of there activities
- Provide general administrative services including mail, files, clerical support, messenger, transportation, reception and information. Establish procedures for Unity staff to following the interest of this function, which includes procedures for maintaining proper custody of drugs and similar types of materials
- Participate in or undertake special studies dealing with administrative problems. Interface with key officials within the department, with other Federal and District Government agencies and the private sector on the course of working out administrative systems and procedures relating to various work agreements inherent in attaining the goals. (Many of these agreements are contractual in nature and related to acquiring personnel services and related materials)
- Analyze and confer with operating officials in the Department in order to determine deficiencies and remedies. May subsequently develop such documents as to define organization, lines of authority, management methods and procedures, etc., with the intent of attaining programs objectives through effective and efficient utilization of available manpower, fiscal and materials resources.
- Prepare routine and special reports, recommending and justifying new approaches, methods and procedures compatible with overall needs and standards.

#### **KNOWLEDGE REQUIRED**

Thorough knowledge of the critical balance between the administrative and clinical functions of the Department's health care delivery system, and the ability to coordinate and control programs and resources to achieve this balance. The work requires knowledge of specialized principles and practices of health care management in directing a health care delivery system.

#### **QUALITY OF SERVICES REQUIREMENTS**

All medical services shall be provided according to medical accepted community standards of care.

Comply with applicable District of Columbia licensure regulations and requirements regarding performance of services under the contract pursuant to applicable provision of medical and health care statutes set forth which addresses the provision of medical and medically related services in the District of Columbia.

Shall provide evidence of recent (within the past twelve (12) months) health assessment that includes a PPD and/or chest x-ray results.

**GUIDELINES:**

The position abides by all rules and regulations set forth by applicable licensing and regulatory bodies; and the UHC policies and procedures.

**PERSONAL CONTACTS**

The position requires contact with staff at all levels throughout the organization. There are also external organization relationships that may be apart of the work of this individual.

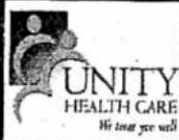
**PHYSICAL DEMANDS**

Some walking, standing, bending and carrying of light items such as books and paper is required.

**WORK ENVIRONMENT**

The position works involves everyday risk and discomforts, which require normal safety pre-caution typical of such places as offices, meetings, training room and other UHC health Care Sites. The work area is adequately lit, heated and ventilated.

The statements contained herein describe the scope of the responsibility and essential functions of this position, but should not be considered to be an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other areas to cover absences or relief to equalize peak work periods or otherwise balance the workload.



## Unity Health Care, Inc Job Description

**JOB TITLE:** Director of Nursing

**FLSA:** Exempt

### **INTRODUCTION/POSITION SUMMARY**

The Director of Nursing Services will be responsible development, coordination and evaluation of nursing services within the scope of Community Oriented Correctional Health Care – Outpatient Services

### **MAJOR DUTIES/ESSENTIAL FUNCTIONS:**

- Develops standards of care for nursing staff in relationship to District, Federal and/or Unity Health Care policies
- Assists in implementing and monitoring of the standards established per defined process at the health sites
- Provides indirect supervision and consultation to the nurse managers/coordinators of the health centers/sites
- Provides nursing supervision of the nursing staff at CDF, CTF, and CCCs
- Coordinates nursing related education with the Director of Educational Development
- Serves as a preceptor for professional nursing students when requested by Department Of Education for management and/or leadership
- Oversees and coordinates the monthly nursing management meeting/trainings
- Participates in the nursing orientation as required
- Provides assistance and direction to Nurse Managers in issues surrounding nursing performance
- Supervises the nursing staff in float Pool
- Provides quarterly reports on status of referral process
- Assist the Director of Educational Development in site audits
- Develops reviews and as necessary revises clinical policies and procedures on conjunction with Health Care Administrator/Department Directors. Serves as Co-Chair of Committee
- Assist the AMD for extended hours/urgent care in Conducting annual training for “responding to a medical emergency”
- Other duties as requested by the Health Care Administrator



## **KNOWLEDGE AND EXPERIENCE PREFERRED/REQUIRED BY THE POSITION**

1. Bachelor's degree in Nursing (Masters preferred)
2. Minimum of 5 years clinical experience with supervisory experience (preferred)
3. Preferred 2 years experience with policy and procedural development
4. Minimum of 5 years experience in acute care/ambulatory care
5. Computer skills (word processing and spread sheet)
6. Ability to lead and relate well in group learning sessions
7. Experience with underserved population or other special needs populations.
8. Experience in working in a nonprofit primary care ambulatory health center or the equivalent.
9. Ability to articulate the mission of Unity Health Care through his/her works.

## **SUPERVISORY CONTROLS**

The Director of Nursing Services reports directly to the Health Care Administrator. The DNS works in close collaboration with the Nurse Managers, Charge Nurses and Human Resources. The Director of Nursing Services supervises and Float Pool nursing staff, nursing staff and provides indirect supervision and consultation to the Nurse Manager.

## **GUIDELINES**

The Director of Nursing Services abides by all policies, rules and regulations as set forth by Unity Health Care and applicable licensing and regulatory bodies.

## **PERSONAL CONTACTS**

The position of Director Nursing Services requires contact with staff at all levels throughout the organization. There are also external organizational relationships that may be part of the work of this individual.

## **PHYSICAL DEMANDS**

The job of Director of Nursing Services requires the incumbent to be able to move easily about the health center and to and from the health center to meetings in other locations within the community or at another Unity location.

## **WORK ENVIRONMENT**

As a federally qualified health center there is a commitment to serving traditionally underserved people in the community. Unity seeks to maintain facilities that are safe, sanitary and serviceable.

## **OTHER SIGNIFICANT FACTS**

The Director Nursing Services must be able to balance the needs of diverse constituencies on a daily basis.



## Unity Health Care, Inc Job Description

**JOB TITLE:** Associate Medical Director (AMD) for a Unity site

**FLSA:** Exempt

### INTRODUCTION/POSITION SUMMARY

Under the supervision of the

### MAJOR DUTIES/ESSENTIAL FUNCTIONS

- Attend Unity clinic(s).
- The AMD and Health Center Manager work closely together on a number of tasks involving overall clinic management:
- coordinate, at least monthly, the site's Leadership meetings to include the AMD, HCM and NM. These meetings should be designed to promote quality of care, operational efficiency, problem-solving, etc...
- Conduct, at least monthly, the site's All Staff meetings;
- Conduct, at least monthly, the site's Provider meetings to include the Nurse Manager (NM), Chief Medical Officer (CMO) and Chief of Clinical Operations (CCO);
- Assist with identification of supply and equipment needs;
- Coordinate provider schedule to include approval of scheduled absences;
- Define and implement site-specific QI initiatives.
- Collaborate to improve non-medical systems procedures including registration, appointments and patient flow.
- Manage peer review process in accordance with protocol. Specifically, the AMD is responsible for re-evaluating those charts or providers not meeting the minimum standards and providing feedback. Peer review process with discipline directors needed in some cases;
- Collaborate to improve or maintain provider/staff/patient satisfaction, quality of care, and productivity.
- Provide feedback to the CMO and complete clinical aspect of annual provider evaluations. AMD should receive feedback from HCM and Nurse Manager re: non clinical aspects, for eg re. timeliness, respectfulness and teamwork with rest of staff.
- Provide feedback to the HCM and NM re: staff evaluations.
- Monitor and evaluate clinical issues related to nursing performance.
- Orient new providers to site and serve as resource to all providers at site.
- Contact discipline director for departmental issues as they occur;
- Conduct weekly meetings with all providers as needed;  
If any identified issues not resolved by the HCM to the AMD's satisfaction, AMD should then notify CMO.
- Verify, sign, and submit leave requests for all providers to the HCM for processing in accordance with the provider leave policy.
- Participate in monthly AMD meetings and the joint HCM-AMD QI meeting.

**Qualifications**

Must have and maintain current RN license with certification by the ANCC, DEA and CDS Licenses.

Should preferably have 2-3 years experience in ambulatory care setting with some contact with homeless patients.

**GUIDELINES:**

The position abides by all rules and regulations set forth by applicable licensing and regulatory bodies; and the UHC policies and procedures.

**PERSONAL CONTACTS**

The position requires contact with staff at all levels throughout the organization. There are also external organization relationships that may be apart of the work of this individual.

**PHYSICAL DEMANDS**

Some walking, standing, bending and carrying of light items such as books and paper is required.

**WORK ENVIRONMENT**

The position works involves everyday risk and discomforts, which require normal safety re-caution typical of such places as offices, meetings, training room and other UHC health Care Sites. The work area is adequately lit, heated and ventilated.



## Unity Health Care, Inc Job Description

**JOB TITLE :** Physician

**FLSA:** Exempt

### **INTRODUCTION/POSITION SUMMARY:**

Under the general direction of the Medical Director, the Physician provides medical care to patients via patient assessment, diagnosis and treatment of medical conditions, counseling, and comprehensive care.

### **MAJOR DUTIES/ ESSENTIAL FUNCTIONS:**

- Provides preventive, diagnostic, and therapeutic services to patients.
- Obtains medical histories and conducts physical examinations and evaluations.
- Orders and interprets laboratory/radiology testing.
- Makes diagnoses and prescribes therapeutic measures of care including legend drugs and controlled substances.
- Counsels patient and provides teaching for health maintenance and specific health problems and develops and participates in screening programs.
- Makes appropriate referrals to specialists, 24-hour shelters and hospitals.
- Recognizes and manages common acute and chronic illnesses within her/his scope of practice.
- Provides immediate emergency care as needed and makes arrangement for transport to appropriate hospital or health service when necessary.
- Collaborates with health care team regarding treatments, referrals and follow-up care of patients.
- Follows established departmental policies, procedures, and objectives, continuous quality improvement objectives, and safety, environmental, and/or infection control standards.
- May also supervise/train Nurse Practitioners, Physician Assistants, medical students and residents within scope of Physician's practice.
- Performs other related duties as required, which may include providing on-call telephone consultation and admitting and following patients through hospitalizations, if authorized.

### **QUALIFICATIONS**

Must have and maintain current DC MD, DEA and CDS Licenses.

Should preferably have 2-3 years experience in ambulatory care setting with some contact with homeless patients.

### **GUIDELINES:**

This position abides by all rules and regulations set forth by applicable licensing and regulatory bodies; and the UHC policies and procedures.

### **PERSONAL CONTACTS**

The position requires contact with staff at all levels throughout the organization. There are also external organization relationships that may be apart of the work of this individual.

### **PHYSICAL DEMANDS**

Some walking, standing, bending and carrying of light items such as books and paper is required.

### **WORK ENVIRONMENT**

The position works involves everyday risk and discomforts, which require normal safety pre-caution typical of such places as offices, meetings, training room and other UHC health Care Sites. The work area is adequately lit, heated and ventilated.





## Unity Health Care, Inc Job Description

**JOB TITLE:** Nurse Practitioner

**FLSA:** Exempt

### **INTRODUCTION/ESSENTIAL SUMMARY**

Under the general direction of the Medical Director/designee, the Nurse Practitioner provides expanded care to patients by exercising independent judgment related to patient assessment, diagnosis and treatment of diseases, counseling, and comprehensive care of UHC patients.

### **MAJOR DUTIES/ESSENTIAL FUNCTIONS**

- Clinical:
  - Provides preventive, diagnostic, and therapeutic services to patients.
  - Obtains medical histories and conducts physical examinations and evaluations as appropriate.
  - Orders and interprets laboratory/radiology testing, as appropriate
  - Makes diagnoses and prescribes therapeutic measures of care including legend drugs and controlled substances.
  - Counsels patient and provides teaching for health maintenance and specific health problems.
  - Makes appropriate referrals to specialists, 24-hour shelters and hospitals
  - Recognizes and manages common acute and chronic illnesses within her/his scope of practice
  - Develops and participates in screening programs
  - Provides immediate emergency care as needed and makes arrangement for transport to appropriate hospital or health service when necessary.
  - Collaborates, as needed, with social worker, medical-clerical assistant, and physician responsible for team regarding treatments, referrals and follow-up care of patients.
  - Performs other related duties as required.

### **Qualifications**

- Must have and maintain current RN license with certification by the ANCC, DEA and CDS Licenses.
- Should preferably have 2-3 years experience in ambulatory care setting with some contact with homeless patients.

### **GUIDELINES:**

The Nurse Practitioner abides by all rules and regulations set forth by applicable licensing and regulatory bodies; and the UHC policies and procedures.

### **PERSONAL CONTACTS**

The position of Nurse Practitioner requires contact with staff at all levels throughout the organization. There are also external organization relationships that may be apart of the work of this individual.

### **PHYSICAL DEMANDS**

Some walking, standing, bending and carrying of light items such as books and paper is required.

### **WORK ENVIRONMENT**

The position works involves everyday risk and discomforts, which require normal safety pre-caution typical of such places as offices, meetings, training room and other UHC health Care Sites. The work area is adequately lit, heated and ventilated.



## Unity Health Care, Inc Job Description

**JOB TITLE:** Nurse Manager

**FLSA:** EXEMPT

### **INTRODUCTION/POSITION SUMMARY**

Under the general direction of the Health Center Manager the Nurse Manager is a license, registered nurse capable of providing care and supervision of clinical staff. He/She must be skilled in completing nursing assessment, performing routine nursing procedures health center procedures. The Nurse Manager models adherence to the policy and procedures and commitment to quality care and is responsible for the overall functioning of the nursing/medical assistant staff. Partnering with HCM they strive to see patients in a timely manner and work to promote flow through the health center in a friendly and efficient manner.

### **MAJOR DUTIES/ESSENTIAL FUNCTIONS:**

#### Administrative

- Work with health center manger/associate medical director to ensure that staffing is adequate and daily staff assignments and tasks are clearly delineated.
- Function s a liaison to other departments, services and outside agencies on behalf of the health center
- Provides direct patient care as appropriate to insure smooth operation of the health center.
- Schedule and supervise medical support staff, participates in the clinical support staff performance evaluations; provide in-service training

### **QUALIFICATIONS**

- Graduate of n accredited school of nursing (PN, AAS, BSN, practical Nursing)
- At least 1 year of recent acute care experience in medical surgical, emergency care or urgent care
- Excellent oral and written communication skills
- Ability to articulate Unity's mission through his/her work
- Current CPR certification
- Licensed or eligibility as LPN or RN In DC

### **GUIDELINES:**

The position abides by all rules and regulations set forth by applicable licensing and regulatory bodies; and the UHC policies and procedures.

### **PERSONAL CONTACTS**

The position requires contact with staff at all levels throughout the organization. There are also external organization relationships that may be apart of the work of this individual.

### **PHYSICAL DEMANDS**

Some walking, standing, bending and carrying of light items such as books and paper is required.

### **WORK ENVIRONMENT**

The position works involves everyday risk and discomforts, which require normal safety precaution typical of such places as offices, meetings, training room and other UHC health Care Sites. The work area is adequately lit, heated and ventilated.



## Unity Health Care, Inc Job Description

**JOB TITLE:**                Staff Nurse (LPN or RN)

**FLSA:**                        Non-Exempt

### **INTRODUCTION/POSITION SUMMARY**

Under the general direction of the Nurse Manager the Staff Nurse is a license, or registered nurse capable of providing assessment. Planning Implementation and evaluation of patient care. The Staff Nurse supervises the Medical Assistant staff when indicated. He/She must be skilled in completing nursing assessment, performing routine nursing procedures such as venipuncture, IV insertion, and triage of patients.

### **MAJOR DUTIES/ESSENTIAL FUNCTIONS:**

- Assesses, plans, implements and evaluates the care of the patient. Work with the health center provider in developing and implementing a treatment plan for the patient
- Work with the medical assistant staff to assure that the health center maintains a positive patient flow of less than 1.5 hours
- Assure that nursing documentation not limited to flow sheets, intake sheets, VAR are completed per policy and standards. Review the documentation of the medical assistant on a routine basis to assure the documentation is appropriate and timely
- Develops and implements an orientation plan for new patients and employees to the unit.
- Performs primary nursing procedures (i.e. veinpuncture, UA, finger sticks, assessments, patient intake, daily review/update of medical records and logs)
- Ensure that medical care and follow up are planned and documented and that all requested for referral services (i.e. medical, social services, specially) are completed for each patient
- Coordinates the quality control checks for the glucometers and any other waive testing
- Works with the nurse manger and MA 3 to assure compliance with infection control
- Works with the Department of Education to develop processes for patient education
- Provides discharge instruction to patients
- Works with various departments to assure compliance with federal, state and local health care regulation
- Completes charts audits under the direction of the AMD or HCM
- Monitor the use of and order supplies under the direction of the Nurse Manager
- Assures that the exam rooms are standardized and ready for use
- Assist the providers as necessary during physical examination
- Other related duties and responsibilities

### **QUALIFICATIONS**

- Graduate of an accredited school of nursing (PN, AAS, BSN, practical Nursing)
- At least 1 year of recent acute care experience in medical surgical, emergency care or urgent care
- Excellent oral and written communication skills
- Ability to articulate Unity's mission through his/her work
- Current CPR certification
- Licensed or eligibility as LPN or RN in DC

### **GUIDELINES:**

The position abides by all rules and regulations set forth by applicable licensing and regulatory bodies; and the UHC policies and procedures.

### **PERSONAL CONTACTS**

The position requires contact with staff at all levels throughout the organization. There are also external organization relationships that may be apart of the work of this individual.

### **PHYSICAL DEMANDS**

Some walking, standing, bending and carrying of light items such as books and paper is required.

### **WORK ENVIRONMENT**

The position works involves everyday risk and discomforts, which require normal safety precaution typical of such places as offices, meetings, training room and other UHC health Care Sites. The work area is adequately lit, heated and ventilated.





## Unity Health Care, Inc Job Description

**JOB TITLE:** Licensed Practical Nurse

**FLSA:** Non- Exempt

### **INTRODUCTION/POSITION SUMMARY:**

Under the supervision of the Licensed Practical Nurse is directly responsible for, but is not limited to the care and accuracy in obtaining vital signs and initial patient history, performing routine nursing procedures i.e., finger stick blood studies, urinalyses, pregnancy tests and venipuncture (when appropriate), triage patients when necessary.

### **MAJOR DUTIES/ESSENTIAL FUNCTIONS**

- Obtains vital signs and initial patient history.
- Triage patients when necessary.
- Responsible for completing the prescribed care plan on each patient.
- Responsible for following through with obtaining consultations and referrals with other agencies (or appropriate delegations of these responsibilities).
- Performs routine nursing procedures i.e., finger stick blood studies, urinalyses, pregnancy tests and venipuncture (when appropriate).
- Responsible for reviewing the medical chart and orders to check for errors.
- Immunization technique and general knowledge of vaccination (where applicable).
- Assists with procedures i.e., pelvic exam, I&D and wound care.
- Ability to relate information to patients concerning preventive health care and health education.
- Thoroughness of pre-test HIV counseling (where applicable) and knowledge of HIV disease in general.
- Assures that adequate medications and supplies are present to allow efficient clinic functioning.
- Ability to work and communicate with all of the staff to assure patient needs are met.

### **QUALIFICATIONS**

- LPN Degree and licensed in the District of Columbia
- One (1) to two (2) years experience in an ambulatory care setting with experience with homeless or other special needs populations

### **GUIDELINES**

The position abides by all policies, rules and regulations as set forth by Unity Health Care and applicable licensing and regulatory bodies.

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### **PERSONAL CONTACTS**

The position requires contact with clinical staff at all levels throughout the organization.

### **PHYSICAL DEMANDS**

The position requires the incumbent to be able to move easily about the health center. The work is basically sedentary in nature. However, some walking, bending and the carrying of light items are required.

### **WORK ENVIRONMENT**

As a federally qualified health center there is a commitment to serving traditionally underserved people in the community. Unity seeks to maintain facilities that are safe, sanitary and serviceable.



## Unity Health Care, Inc Job Description

**JOB TITLE:** Psychiatric Nurse

**FLSA:** Non-Exempt

### **INTRODUCTION/POSITION SUMMARY**

The Psychiatric Nurse is responsible for providing nursing services in the Mental Health Unit at DC Corrections.

### **MAJOR DUTIES/ESSENTIAL FUNCTIONS**

- Complete a comprehensive nursing assessment at the time of admission to the Unit as defined by related policies and procedures;
- Complete assessments as needed for acute & sub acute complaints on the Unit;
- Provide on site management of the Clinical staff on the Unit, including patient assignments, task assignments;
- Work in concert with the Psychiatrist and Psychiatric Social Worker in developing individualized treatment plans and discharge plans;
- Assess for acute illness, suicidal-homicidal ideations; active psychosis and make appropriate intervention plans;
- Assure inmates receive medications as prescribed;
- Schedule & conduct medication-management education groups for inmates;
- Assess and assure inmates on the Unit are receiving medical care as needed;
- Report adverse reactions to medications and treatment as appropriate;
- Document all patient activities in accordance to related policies;
- Document all Unit activities in accordance to related policies.
- Coordinates as appropriate to assure the medical needs of the inmate are addressed as necessary
- Coordinates with non-unity health mental health agencies to assure continuity of care is promoted

### **KNOWLEDGE, SKILLS AND ABILITIES**

- knowledge of psychopharmacology;
- knowledge of Chronic Mental illness and symptoms;
- Working knowledge of principals of acute care/chronic care nursing
- Excellent communication and reporting skills;
- Knowledge of theories and practices of management of multi-disciplinary teams; and demonstrated ability in implementation.

### **MINIMUM QUALIFICATIONS REQUIRED BY THE POSITION**

- B.S from an accredited school of Nursing preferred.
- RN in the District of Columbia or eligibility ;
- 3 years of prior experience on an acute/sub acute mental health unit.

### **SUPERVISORY CONTROLS**

Staff Nurse reports to the Nurse Manager/Director of Nursing Services

Follows the orders/consultation of the Medical Provider to include Associate Medical Director

### **GUIDELINES**

The Psychiatric Nurse abides by all rules and regulations set forth by applicable licensing and regulatory bodies; and the UHC policies and Procedures.

### **PERSONAL CONTACTS**

The position of Psychiatric Nurse requires contact with staff at all levels throughout the organization. There are also external organizational relationships that may be part of the work of this individual.

### **PHYSICAL DEMANDS**

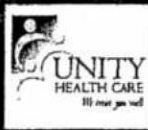
Some walking, standing, bending and carrying of light items such as books and paper is required.

Refer to attached ADA checklist for this section.

### **WORK ENVIRONMENT**

The Psychiatric Nurse works involves everyday risk and discomforts, which require normal safety precaution typical of such places as offices, meetings, training room, and other UHC Health Care Sites. The work area is adequately lit, heated and ventilated.

### **OTHER SIGNIFICANT FACTS**



## Unity Health Care, Inc Job Description

**JOB TITLE:** Psychiatric Social Worker-General

**FLSA:**

### **INTRODUCTION/POSITION SUMMARY**

The Psychiatric Social Worker-General is responsible for providing assessment and crisis intervention services for mental health needs for inmates housed in the general population within DC corrections.

### **MAJOR DUTIES/ESSENTIAL FUNCTIONS**

- Conduct brief diagnostic evaluation on inmates referred for acute & ongoing psychiatric-emotional symptoms within 24 hours of referral;
- Conduct ongoing brief psychotherapy interventions for inmates with acute & ongoing psychiatric-emotional symptoms;
- Assess for referrals to the Mental Health Unit within DC Corrections;
- Develop Suicide and safety plans for inmates as needed;
- Coordinate services with psychiatrist;
- Develop individualized service plans as needed;
- Coordinate services with Discharge plan case manager;
- Participate as part of the Medical team working in coordination with the team;
- Respond to inmate requests for services within ascribed time frames;
- Maintain documentation of all services provided based on the related policies and practices
- Track and maintain data on services provided based on the related policies and practices.

### **KNOWLEDGE, SKILLS AND ABILITIES:**

- Expert knowledge of Diagnostics based on DSMIV TR;
- General knowledge of psych-pharmacology;
- General knowledge of crisis intervention theories & direct implementation;
- Expert knowledge of team work, team intervention models & ability to work in multi-disciplinary teams;

### **MINIMUM QUALIFICATIONS REQUIRED BY THE POSITION**

- MSW from an accredited school;
- LICSW-License to practice independently in DC
- 3 years of related experience with the Chronically mentally ill

### **SUPERVISORY CONTROLS**

### **GUIDELINES**

The \_\_\_\_\_ abides by all rules and regulations set forth by applicable licensing and regulatory bodies; and the UHC policies and Procedures.

### **PERSONAL CONTACTS**

The position of \_\_\_\_\_ requires contact with staff at all levels throughout the organization. There are also external organizational relationships that may be part of the work of this individual.

### **PHYSICAL DEMANDS**

Refer to attached ADA checklist for this section.

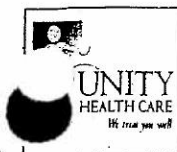
### **WORK ENVIRONMENT**

The \_\_\_\_\_ works involves everyday risk and discomforts, which require normal safety pre-caution typical of such places as offices, meetings, training room, and other UHC Health Care Sites. The work area is adequately lit, heated and ventilated.

### **OTHER SIGNIFICANT FACTS**

Effective Date: [    ]





## Unity Health Care, Inc Job Description

**JOB TITLE:** Psychiatric Social Worker-Mental Health Unit

**FLSA:** Exempt

**REPORTS TO:** Director of Social Services & Associate Medical Director of Mental Health

### **INTRODUCTION/POSITION SUMMARY**

The Psychiatric Social Worker is responsible for providing comprehensive social work services within the DC Corrections Mental health Unit.

### **MAJOR DUTIES/ESSENTIAL FUNCTIONS**

- Conduct comprehensive Psych-Social evaluation on inmates admitted to the Mental Health unit within 24 hours of admission;
- Coordinate an individualized treatment plan in concert with the treatment team for inmates;
- Develop a comprehensive discharge plan for each inmate, linking inmates with Core Services Agencies under contract with Department of Mental Health, and linking inmates with health care provider;
- Identify Community based resources and family based resources for each inmate and include within the Discharge plan;
- Apply for and assist the inmate in applying for Identification cards, Health insurance, medication assistance, and other income assistance programs;
- Provide psychotherapy services both individual and group within the Unit;
- Communicate with the Provider team & Correction officers assigned to the Unit;
- Document services based on related policies and procedures;
- Track and maintain data on services provided as required by related policies and procedures;

### **KNOWLEDGE, SKILLS AND ABILITIES**

- Expert knowledge of Mental health Diagnosis based on DSM IV TR
- Working knowledge of psycho-pharmacology;
- Expert knowledge of psychotherapy techniques;
- Working knowledge of Substance abuse treatment modalities;

### **MINIMUM QUALIFICATIONS REQUIRED BY THE POSITION**

- MSW from an Accredited School;
- LICSW –DC license to practice independently;
- 3 years of post-graduate experience in psychiatric social work setting;

### **SUPERVISORY CONTROLS**

- Psychiatric Social Worker reports to the Director of Social Services for Clinical direction;
- Psychiatric Social Worker reports to the DC Corrections Health Care Administrator for Administrative over-site;

### **GUIDELINES**

The \_\_\_\_\_ abides by all rules and regulations set forth by applicable licensing and regulatory bodies; and the UHC policies and Procedures.

### **PERSONAL CONTACTS**

The position of \_\_\_\_\_ requires contact with staff at all levels throughout the organization. There are also external organizational relationships that may be part of the work of this individual.

### **PHYSICAL DEMANDS**

Refer to attached ADA checklist for this section.

### **WORK ENVIRONMENT**

The \_\_\_\_\_ works involves everyday risk and discomforts, which require normal safety pre-caution typical of such places as offices, meetings, training room, and other UHC Health Care Sites. The work area is adequately lit, heated and ventilated.

### **OTHER SIGNIFICANT FACTS**

Effective Date: [    ]



## Unity Health Care, Inc Job Description

**JOB TITLE:** Discharge Plan Case Manager

**FLSA:** Exempt

### **INTRODUCTION/POSITION SUMMARY**

The Discharge Plan Case Manager is responsible for assuring inmates with chronic and or acute medical or psychiatric needs are connected with appropriate Health care and social services within the Community. This position is co-located within DC Corrections and one of Unity's Health Care Clinics within the Community.

### **MAJOR DUTIES/ESSENTIAL FUNCTIONS**

- Liaison with the Medical & Psychiatric teams within DC Corrections to identify inmates with chronic or acute needs in need of intensive discharge planning services;
- Conduct a Discharge planning interview with each inmate prior to release based on the inmate release list generated daily;
- Liaison with Unity Health Care Clinics to admit inmate for services including medical-psychiatric-social services following release from DC Corrections;
- Conduct a needs interview of each inmate referred;
- Establish a brief action plan;
- Assist in and apply for Identification cards, health insurance, ADAP (when appropriate) and other emergency assistance programs for the inmate at the time of release;
- Link inmates in need of Psychiatric services with one of the Core Services Agencies operating under DC Department of Mental Health;
- Link inmates in need of Substance Abuse Services with one of the Providers under APRA;
- Maintain a service delivery chart for each inmate and document services as provided;
- Track and maintain statistical data on the population served as required;
- Participate in monthly team meetings and supervision as required.

### **KNOWLEDGE, SKILLS AND ABILITIES:**

- General knowledge of interviewing skills and needs assessment;
- General knowledge of data keeping & tracking;
- Proficient in Computer skills;
- Expert knowledge of Cultural Competency practices;

### **MINIMUM QUALIFICATIONS REQUIRED BY THE POSITION:**

- BA/BS in psychology, social work or related field;
- 2 years of prior experience in Case Management;

### **SUPERVISORY CONTROLS:**

The Discharge Plan Case Manager directly reports to Director of Special Populations within the DC Corrections Health Care Delivery System.

## **GUIDELINES**

The Discharge Plan Case Manager abides by all rules and regulations set forth by applicable licensing and regulatory bodies; and the UHC policies and Procedures.

## **PERSONAL CONTACTS**

The position of Discharge Plan Case Manager requires contact with staff at all levels throughout the organization. There are also external organizational relationships that may be part of the work of this individual.

## **PHYSICAL DEMANDS**

Refer to attached ADA checklist for this section.

## **WORK ENVIRONMENT**

The Discharge Plan Case Manager works involves everyday risk and discomforts, which require normal safety pre-caution typical of such places as offices, meetings, training room, and other UHC Health Care Sites. The work area is adequately lit, heated and ventilated.

Letter of Intent from  
Health Right, Inc.

Patrina L. Fowler, JD, MPH, RN  
Chief Executive Officer

Office: (202) 218-0373 ext. 120  
Fax: (202) 218-0381  
[www.healthright-dc.com](http://www.healthright-dc.com)

May 11, 2006

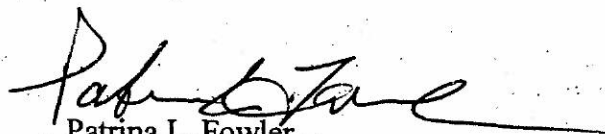
John D. Soderberg  
Chief Contacting Officer-Human Care Group  
Government of the District of Columbia  
Office of Contracting and Procurement  
One Judiciary Square  
441 4<sup>th</sup> Street, NW, Ste. 700S  
Washington, DC 20001

Dear Mr. Soderberg:

Health Right, Inc., a D.C. licensed Medicaid Managed Care organization is pleased to partner with Unity Health Care, Inc. as a subcontractor in the RFP for Community Oriented Correctional Health Care for the Department of Corrections (DOC). Health Right's responsibilities will include; the provision of a hospital and specialty care network, arrangements for lab and x-ray services, as well as the provision of durable medical equipment, transportation that requires ambulance services, as well as other requirements called for in the Scope of Work. In addition, Health Right will serve as a administrative agent for the payment of bills to providers. In addition Health Right will establish a relationship with the Federal Bureau of Prisons for payment of liabilities incurred for hospitalization and specialty care, of Federal prisoners, to ensure that such costs are reimbursed by the Federal Government.

Health Right, Inc. is a Local, Small and Disadvantaged Business Enterprise Program in the District of Columbia. It currently has 13,000 members enrolled in the Medicaid Managed Care (TANF) Program, and will have as of June 1<sup>st</sup> in excess of 15,000 Alliance members enrolled. Health Right has a history of prompt payments to providers and excellent customer service, as well as an efficient operation. We look forward to working with Unity Health Care, Inc. and its providers in a collaborative manner to ensure the goals of the Community Oriented Correctional Health Care Program are fully implemented in the District of Columbia.

Sincerely,

  
Patrina L. Fowler  
CEO



# 501(c)3 Letter

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS REGULATION ADMINISTRATION



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT  
OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and  
accordingly, this CERTIFICATE of AMENDMENT is hereby issued to  
HEALTH CARE FOR THE HOMELESS PROJECT, INC.

as of October 11th, 1988.

Donald G. Murray  
Director

Henry C. Lee, III  
Administrator  
Business Regulation Administration

A handwritten signature in dark ink, appearing to read "Vandy L. Jamison, Jr.", written over a horizontal line.

Assistant Superintendent of Corporations  
Corporations Division

Marion Barry, Jr.  
Mayor

000152

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS REGULATION ADMINISTRATION



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this CERTIFICATE of AMENDMENT is hereby issued to HEALTH CARE FOR THE HOMELESS PROJECT, INC.

Name Changed To:

UNITY HEALTH CARE, INC.

as of May 27th, 1997.



Hampton Cross  
Director

Katherine A. Williams  
Administrator  
Business Regulation Administration

*Maxine M. Hinson*

Act. Asst. Maxine M. Hinson  
Superintendent of Corporations  
Corporations Division

Harry, Jr.

000153

# Articles of Incorporation

000154

Articles of Incorporation  
for the Health Care for  
the Homeless Project, Inc.

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Non-Profit Corporation Act (D.C. Code, 1981 Edition, Title 29, Chapter 5) adopt the following Articles of Incorporation:

- First:** The name of the corporation is the Health Care for the Homeless Project, Inc.
- Second:** The period of duration is perpetual.
- Third:** The Health Care for the Homeless Project, Inc. shall be organized exclusively for charitable purposes which shall include the provision of health care and related services to homeless persons and families in the Washington, D.C. metropolitan area. The corporation's charitable purposes shall also include the provision of educational information to health care providers and others regarding the needs and issues related to homeless persons.
- Fourth:** The corporation shall have no members.
- Fifth:** The directors of the corporation shall be elected as provided in the Bylaws.
- Sixth:** The regulation of the internal affairs of the corporation, including the distribution of assets on dissolution or final liquidation, shall be as provided in the Bylaws.
- Seventh:** The address of the initial registered office is

1875 Connecticut Avenue, Room 810, Washington, D.C.  
20009, and the name of the initial registered agent at  
such address is Phyllis B. Wolfe.

Eighth: The number of directors constituting the initial  
board of directors is three (3) and the names the  
addresses of the persons who are to serve as the  
initial directors until the first annual meeting  
or until their successors be instituted pursuant  
to the Bylaws are:

Name	Address
1. Phyllis B. Wolfe <i>Phyllis B. Wolfe</i>	1515 Van Buren Street Washington, D.C. 20012
2. Patricia N. Mathews <i>Patricia N. Mathews</i>	2950 Van Ness Street Apartment 628 Washington, D.C. 20008
3. Jesse B. Barber, Jr. M.D. <i>Jesse B. Barber Jr. M.D.</i>	38 Longfellow Street Washington, D.C. 20011

Ninth: The names and addresses of each incorporator are:

1. Phyllis B. Wolfe	1515 Van Buren Street Washington, D.C. 20012
2. Patricia N. Mathews <i>Patricia N. Mathews</i>	2950 Van Ness Street Apartment 628 Washington, D.C. 20008
3. Jesse B. Barber, Jr. M.D. <i>Jesse B. Barber Jr. M.D.</i>	38 Longfellow Street Washington, D.C. 20011



City of Washington  
District of Columbia

- 3 -

I, Margaret Wolfe, a Notary Public, hereby certify that on the 17th day of December, 1987, Phyllis B. Wolfe and Patricia N. Mathews appeared before me and signed the foregoing documents as incorporators, and have sworn that the statements therein contained are true.

Margaret Wolfe  
Notary Public  
My Commission Expires October 14, 1990

[Seal]

I, Winnie H. Brown, a Notary Public, hereby certify that on the 17th day of December, 1987, Jesse B. Barber, Jr. M.D. appeared before me and signed the foregoing documents as incorporators, and has sworn that the statements therein contained are true.

Winnie H. Brown  
Notary Public  
My Commission Expires December 14, 1992

[SEAL]

000157

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ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
HEALTH CARE FOR THE HOMELESS PROJECT, INC.

To: Department of Consumer and Regulatory Affairs  
Washington, D.C. 20001

Pursuant to the provisions of the District of Columbia Non-Profit Corporation Act (D.C. Code, 1981 Edition, Title 29, Chapter 5), the Board of Directors of The Health Care for the Homeless Project, Inc. adopted the following Articles of Amendment to the Articles of Incorporation in the manner prescribed:

FIRST: The name of the Corporation is: Health  
Care for The Homeless Project, Inc.

SECOND: The following amendment to the  
Articles of Incorporation were adopted by the  
Corporation in the manner prescribed by the  
District of Columbia Non-Profit Corporation  
Act:

The Corporation's name, the Health Care for  
the Homeless Project, Inc., is changed to  
Unity Health Care, Inc.

Article Three is amended to read:

The Corporation shall continue to pursue its  
charitable purpose of providing health care and  
related services to homeless individuals and  
families. . This purpose will be part of the  
Corporation's expanded charitable purpose to  
provide to residents of the metropolitan  
Washington, D.C. area, including homeless  
individuals and families, comprehensive primary  
health services and any other services that are  
appropriate to meet the health needs of the  
population served by the Corporation. The  
Corporation may form linkages and establish  
relationships with other entities, when  
appropriate, to achieve the Corporation's purpose.

FILED MAY 27 1997

NIP 000150

THIRD: The amendments were adopted in the following manner:

The amendments were adopted at a meeting of the Board of Directors held on April 3, 1997, and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

Date:

4/29/97

Health Care for the  
Homeless Project, Inc.

By

Michael M. Barch  
President

Attest:

Michael L. Fenell  
Secretary

874

CHANGE OF REGISTERED AGENT OF  
UNITY HEALTH CARE, INC.

To: Department of Consumer and Regulatory Affairs, Washington,  
D.C. 20001.

1. Name of Corporation: Unity Health Care, Inc.
2. Old Registered Office: ~~1034 Mass. Ave., N.W., Suite 2100~~  
~~1875 Connecticut Ave., Room 810,~~  
Washington, D.C. 20005.
3. Old Registered Agent: ~~Phyllis B. Wolfe~~ Frederick Green, III, D.
4. New Registered Office: 1025 Vermont Ave., NW, Suite 400,  
Washington, D.C. 20005
5. New Registered Agent: CT Corporation

6. The address of the Registered Agent and the address of the  
Registered Office, as changed, will be identical.

7. This change of Registered Agent and Registered Office was  
adopted by the Board of Directors at a meeting held on May 22,  
1997, and received the vote of a majority of the Directors in  
office, there being no members having voting rights in respect  
thereof.

Date: May 22, 1997

By:

Michael M. Barcl  
President

Attest:

Michael L. Fenell  
Secretary

FILED MAY 27 1997

BY

CSL